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DEPARTMENT OF PUBLIC SOCIAL SERVICES

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 04, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

27 August 4, 2015


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO CONTRACTS WITH FOUR ADOLESCENT FAMILY LIFE
PROGRAM AGENCIES TO PROVIDE CAL-LEARN CASE MANAGEMENT SERVICES (ALL
DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval of new three-year contracts with four Adolescent Family Life Program (AFLP) agencies, to provide Cal-Learn case management services to pregnant and parenting teens that have not completed their high school education. The current contracts expire on August 31, 2015.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Director of DPSS, or her designee, to prepare and execute a contract, substantially similar to the enclosed contract (Enclosure I), with four (4) AFLP agencies listed on Enclosure II, for Cal-Learn case management services. The contracts will be effective September 1, 2015 through August 31, 2018, at an estimated annual cost for the four contracts of \$5,312,160 with an estimated three-year contract cost of \$15,936,480. The cost of the contracts will be funded with CalWORKs Single Allocation. Fiscal Year (FY) 2015-16 funding for these contracts is included in the Department's FY 2015-16 budget. Funding for future years will be included in the Department's annual budget requests.
2. Delegate authority to the Director of DPSS, or her designee, to extend the contract for up to two one-year periods. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director shall notify the Board within ten business days of executing such amendment.

3. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contract for: a) instances which affect the scope of work, term, contract sum, payment terms, or any other term or condition in the contract; b) additions and/or changes required by the Board or Chief Executive Officer (CEO); c) changes to be in compliance with applicable County, State, and federal regulations; or d) increases or decreases of no more than 10 percent of the original contract amount based on contractor's performance, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments, and the DPSS Director will notify the Board within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Cal-Learn is a State-mandated program for CalWORKs participants who are under 19 years old, are pregnant or parenting and have not yet completed their high school education. The County's Cal-Learn contractors provide comprehensive, intensive case management services to assist teens in completing their high school education. The Cal-Learn contractors have provided satisfactory services for the past 21 years and have been active partners in the administration of these services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The Cal-Learn contracts do not include maximum contract amounts because they are caseload driven. Payment is based on the number of eligible teens who are enrolled and participate in the program. The monthly rate per participant is \$255. The estimated annual contract cost for all four contracts is \$5,312,160 for an estimated three-year cost of \$15,936,480. These contracts are funded with CalWORKs Single Allocation. There is no net County cost.

Funding for FY 2015-16 is included in the Department's budget. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Welfare and Institutions Code Sections 11331 through 11334 require the County to provide Cal-Learn case management services to pregnant and parenting teens under the age of 19 years who have not completed their high school education. The recommended action will enable the County to continue providing the required services.

The contracts provide for termination by the County upon 30-day written notice, should termination be in the County's best interest. The Contract also contains a provision which limits the County's obligation if funding is not appropriated by the Board of Supervisors.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contractors are in compliance with all Board, CEO, and County Counsel requirements.

County Counsel has reviewed this Board letter. The sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Cal-Learn program was enacted by the State in 1993. California Welfare and Institutions Code Section 11333 and California Department of Social Services (CDSS) regulations (Section 42-766) require that the County contract with existing AFLP agencies for Cal-Learn case management services. Although there are exceptions to the requirement to contract with the AFLP agencies, none of the exceptions apply to Los Angeles County at this time. Therefore, the Department negotiated the recommended contracts with the four AFLP agencies operating in LA County.

The contracts contain a Cost of Living Adjustment (COLA) provision that complies with the County's COLA policy.

Contract Performance

The expected performance outcome is that the teens complete their high school education (high school diploma, GED, or its equivalent). Performance is measured by orientation completion, school enrollment, report card submission, graduation and acceptance/enrollment in post-secondary vocational training or college.

The monitoring of this contract is performed on a semi-annual basis. During the term of the current contract, the agencies generally met the performance measure requirements and overall were in compliance with contract requirements.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these contracts will enable the Department to continue providing Cal-Learn case management services to eligible pregnant and parenting teenagers.

The recommended action will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

8/4/2015

Page 4

Respectfully submitted,

A handwritten signature in cursive script, reading "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:av

Enclosures

c: Interim Chief Executive Officer
Acting Executive Officer, Board of Supervisors
Interim County Counsel

DEPARTMENT OF PUBLIC SOCIAL SERVICES



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
AND

(CONTRACTOR)

FOR

CAL-LEARN CASE MANAGEMENT SERVICES

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STANDARD EXHIBITS

- A STATEMENT OF WORK AND TECHNICAL EXHIBITS
- B CONTRACT BUDGET
- C SAMPLE MONTHLY INVOICE
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J CONTRACTOR'S NON-DISCRIMINATION IN-SERVICE STATEMENT
- K CHARITABLE CONTRIBUTIONS CERTIFICATION
- L CERTIFICATION OF NO CONFLICT OF INTEREST
- M IRS NOTICE 1015
- N CIVIL RIGHTS TRAINING REPORT
- O CERTIFICATION OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- P SAMPLE GUIDELINES FOR CONTRACTORS DPSS CRIMINAL CONVICTIONS INFORMATION NOTICE
- Q BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")
- R REVENUE AND EXPENDITURE REPORT SUMMARY

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
CAL-LEARN CASE MANAGEMENT SERVICES**

This Contract ("Contract") made and entered into this ____ day of _____, 20__ by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as "Contractor". _____ is located at _____.

RECITALS

WHEREAS, the County is required to provide these services under California's Welfare and Institutions Code, Section 11331 through 11334, and California Department of Social Services' Manual of Policies and Procedures, Chapter 42-762 through 42-769, and the County's Cal-Learn Plan; and

WHEREAS, the Contractor is a private nonprofit agency, qualified to provide Cal-Learn Case Management Services as set forth hereunder, warrants that it possesses the competence, expertise, and personnel necessary to provide such service, and it complies with California Department of Public Health's Adolescent Family Life Program standards; and

WHEREAS, the County has determined that it is legal and more feasible to obtain such services by this Contract and Contractor has been selected for recommendation for award of this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, G1, G2, H, I, J, K L, M, N, O, P, Q, and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work and Technical Exhibits
- 1.2 EXHIBIT B - Contract Budget
- 1.3 EXHIBIT C - Sample Monthly Invoice
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement Forms
- 1.8 EXHIBIT G1- Contractor Employee Acknowledgement and Confidentiality Agreement Forms
- 1.9 EXHIBIT G2- Contractor Non-Employee Acknowledgement and Confidentiality Agreement Forms
- 1.10 EXHIBIT H - Jury Service Ordinance
- 1.11 EXHIBIT I - Safely Surrendered Baby Law
- 1.12 EXHIBIT J – Contractor's Non-Discrimination In-Service Statement
- 1.13 EXHIBIT K - Charitable Contributions Certification
- 1.14 EXHIBIT L - Certification of No Conflict of Interest
- 1.15 EXHIBIT M - IRS Notice 1015
- 1.16 EXHIBIT N - Civil Rights Training Report
- 1.17 EXHIBIT O - Certification of Compliance with County's Defaulted

Property Tax Reduction Program

- 1.18 EXHIBIT P- Sample Guidelines for Contractors DPSS Criminal Convictions Information Notice
- 1.19 EXHIBIT Q - Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- 1.20 EXHIBIT R - Revenue and Expenditure Report Summary

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8.0, Standard Terms and Conditions, Sub-section 8.1, Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board of Supervisors:** The governing body for the County of Los Angeles.
- 2.2 **Budget:** The document that details the Contractor's projected costs for providing services.
- 2.3 **Contract:** This agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work, Exhibit A.
- 2.4 **Contract Discrepancy Report (CDR):** The report that is used when the performance of the Contractor is unacceptable.
- 2.5 **Contract Year:** The 12 month period beginning September 1st through August 31th of the following year.
- 2.6 **Contractor:** The Adolescent Family Life Program (AFLP) provider that has entered into this Contract with the County.
- 2.7 **Contractor Case Manager:** The individual designated by the Contractor to provide Cal-Learn services to participants.

- 2.8 **Contractor Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.9 **County Contract Administrator (CCA):** Person designated by County with responsibility to oversee the day-to-day administration of this Contract.
- 2.10 **County Contract Director (CCD):** Person designated by County with responsibility in respect to the oversight and administration on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator.
- 2.11 **County Contract Program Manager (CCPM):** Person designated by County with responsibility to oversee the program and policy aspects of the Contract and for receiving the Monthly Management Report for statistical data, and investigating and responding to user complaints.
- 2.12 **Contract Program Monitor (CPM):** Person designated by County responsible for overseeing the day-to-day activities of this Contract, and inspections of any and all tasks, deliverables, goods, services, or other work provided by the CCA. The CPM reports to the CCA.
- 2.13 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.14 **Department Head:** Director of the Department of Public Social Services, or his/her designee.
- 2.15 **Department of Public Social Services (DPSS):** County department responsible for providing social, financial, and employment services to eligible person in Los Angeles County.
- 2.16 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.17 **Monthly Management Report (MMR):** The monthly report to be submitted to the CCPM by the Contractor detailing information on the Cal-Learn Case Management Services.
- 2.18 **Service Month:** The month in which services were actually provided to Cal-Learn Participants.
- 2.19 **Statement of Work (SOW):** A written description of tasks and/or deliverables desired by County, and which must be provided by Contractor.
- 2.20 **Unspent Funds:** Amount paid by DPSS minus actual costs incurred to provide services.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved contractor personnel, and/or that goes beyond the Contract expiration date, and/or that exceeds the total maximum amount as originally written, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.
- 3.4 Contractor shall, in a manner satisfactory to County, perform the services described herein above and as set forth in Exhibit A, Statement of Work.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for three (3) years. The Contract shall commence on September 1, 2015, or upon execution by Department Head whichever is later, and shall continue through August 31, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two additional one-year periods, for a maximum total Contract term of 5 years. Each such extension option may be exercised at the sole discretion of the Department Head or his/her designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 Whenever the County exercises its right to terminate earlier for: convenience, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program, or changes in legal requirements for services, the Contractor shall, upon receipt of notice of termination:

- 4.4.1 Immediately eliminate all new costs and expenses under this Contract. In addition, the Contractor shall immediately minimize all other costs and expenses under this Contract. The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
 - 4.4.2 Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 4.5 The Contractor shall notify DPSS when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit E, County's Administration.

5.0 CONTRACT SUM

- 5.1 Notwithstanding any other provision of this Contract, County shall not be liable in any event for payment of services provided pursuant to this Contract in excess of the firm-fixed rate of \$255 per Cal-Learn Participant enrolled in the Contractor's Cal-Learn Program during the service month, as defined in Section 5.6, Invoices and Payments.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.
- 5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Department at the address herein provided in Exhibit E, County's Administration.
- 5.4 County shall not be liable for billings submitted one year or more after any services rendered under this Contract.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B – Contract Budget, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Contract Budget.
- 5.6.3 The Contractor's invoices shall be prepared and submitted in the format and categories outlined in Exhibit C – Sample Monthly Invoice.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. Failure to submit timely and accurate monthly invoices will result in a contract discrepancy and a delay in payment.
- 5.6.5 Each invoice shall be supported by back-up documentation to validate the invoice amounts. County will not authorize payment on incomplete or inaccurate invoices.
- 5.6.6 All invoices under this Contract shall be submitted in one (1) original and (1) copy to the following address:

Department of Public Social Services
Attn: Invoicing Section
Contract Management Division
12900 Crossroads Pkwy South, 2nd floor
City of Industry, CA 91764

Should County implement a contract invoicing system for services under this contract, Contractor shall create and submit invoices, including supporting documentation, as instructed by the County.

5.6.7 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.6.7.1 Upon County's review and approval of an accurate invoice, the County shall authorize payment and process the approved invoice for payment, providing the Contractor is not in default under any provision of this contract. The County shall adjust liquidated damages or other offset authorized by the Contract, not already deducted from any payment made by Contractor to County.
- 5.6.7.2 County shall make a reasonable effort to effect payment to Contractor within thirty (30) calendar days of receipt of an invoice which is accurate as to form and content.
- 5.6.7.3 County may delay the last payment until six (6) months after the expiration of this Contract. The Contractor shall be liable for payment within thirty (30) days from date of written notice of any liquidated damages or other offset authorized by this Contract not deducted from any payment made by County to Contractor.
- 5.6.7.4 Prior to receiving final payment under this Contract, Contractor shall submit a signed written release discharging County, its officers and employees, from all liabilities, obligations and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.
- 5.6.7.5 County shall not be liable for billings submitted one (1) year or more after any services rendered under this Contract.

5.6.7.6 Contractor payment is subject to the payment bonuses and deductions based on Contractor's performance as described in Exhibit A, Statement of Work, Section 6.0, Performance Outcome Measures.

5.6.7.6.1 Bonuses and deductions to Contractor shall not exceed ten percent (10%) of Contractor's monthly payment issued during the Performance Outcome Measures' evaluation period, as described in Contract Section 5.0, Contract Rate. The highest monthly payment in the evaluation period shall be used in making this assessment.

5.6.7.6.2 Bonuses and/or deductions shall only be assessed once during a Contract Year.

5.7 Unspent Funds

5.7.1 To ensure that Contractor fully utilizes County funds for contracted services, Contractor shall submit a Revenue and Expenditure Report Summary, Exhibit R, at the end of each FY by July 31st of the following FY to DPSS Contract Management Division (CMD), as stipulated in Section 5.7.7.1, regardless of whether Contractor has any unspent funds. At the end of each FY, all funds paid to Contractor in excess of actual costs, for the provisions of Cal-Learn Case Management services that have been properly earned, including interest, are to be treated as unspent funds.

5.7.2 For any unspent funds accumulated in First FY of the Contract, the Contractor has 18 months after the end of the First FY, to utilize the funds to provide Cal-Learn Case Management services as stipulated in the Contract and/or enhancements to Cal-Learn Case Management services.

5.7.3 For any unspent funds accumulated in Second FY of the Contract, the Contractor has 6 months after the end of the Second FY, to utilize the funds to provide Cal-Learn Case Management services as stipulated in the Contract and/or enhancements to Cal-Learn Case Management services.

5.7.4 Should Contractor choose to utilize unspent funds from First or Second FY for enhancements to Cal-Learn Case Management services, Contractor shall submit a Disposition Plan for unspent funds for each FY by July 31st, at the same time Contractor submits the Revenue and Expenditure Report Summary, Exhibit R, on Contract revenues versus expenditures.

- 5.7.4.1 The Disposition Plan must include a budget in accordance with the principles included in Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance. The Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan and all reporting and record keeping activities.
- 5.7.4.2 The Disposition Plan will be reviewed by County and is subject to approval at County's sole discretion. County will make a determination within 30 calendar days of receipt of the Revenue and Expenditure Report Summary, Exhibit R, and Disposition Plan.
- 5.7.4.3 In the event that County does not approve Contractor's Disposition Plan, and Contractor disagrees with County's determination, Contractor shall, in consultation with County, work to develop a revised Disposition Plan that is acceptable to County and submit a revised plan to County for review. Contractor has the option to withdraw the Disposition Plan and utilize the unspent funds for Cal-Learn Case Management services as stipulated in the Contract.
- 5.7.4.4 County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion.
- 5.7.4.5 Contractor must submit a Final Disposition Report to County within thirty (30) calendar days after the scheduled completion date of services provided in the approved Disposition Plan.
- 5.7.5 For any unspent funds from First and Second FY which have not been utilized as of December 31, 2017, Contractor shall immediately repay funds to County, as specified in Section 5.7.7. Contractor shall provide a report of utilization of unspent funds for First and Second FY as of December 31, 2017, no later than February 28, 2018.
- 5.7.6 For any unspent funds accumulated in the Third and Fourth FY of the Contract, the Contractor shall immediately repay funds to County, as specified in Section 5.7.7.

5.7.7 The unspent funds shall be returned to County within twenty (20) business days of notification by County of the amount due. Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount which is found to violate the terms of this Contract or applicable provisions. Contractor shall be responsible for tracking all Contract payments and expenditures for the Cal-Learn Case Management program, including submission of the following:

5.7.7.1 A Revenue and Expenditure Report Summary, Exhibit R, reflecting Contract revenues versus expenditures or a similar Expenditure Report which follows standard accounting practices per Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance, shall be submitted to CMD by July 31st following the end of each FY and at the end of the contract term. Upon request by County, Contractor shall provide verification of expenditures within two (2) business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds.

5.7.8 All uses of funds paid to and expended by Contractor, including the Expenditure Report, and other financial transactions related to Contractor's provision of services under this Contract are subject to review and/or audit by DPSS, County's Auditor-Controller or its designee.

5.7.9 Notwithstanding any other provision of this Contract, in addition to all other rights of County to monitor Contractor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, in order to ensure that all funds are accounted for.

5.7.10 In the event that the Contract terminates early for any reason (including, but not limited to, assignment, delegation, acquisition, or merger), unspent funds shall be repaid to the County within ten (10) business days of the effective date of termination.

5.8 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract firm-fixed rate may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-

Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

All County Administration referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Director (CCD)

The responsibilities of the CCD or alternate include:

- 6.1.1 Ensuring that the objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below; and
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1 Amendments.
- 6.1.4 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.1.5 Upon request of the Contractor, providing direction to the Contract, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The CCD is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 Supervising County Contract Administrator (SCCA)

The responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County Contract Administrator (CCA)

Responsibilities of the County's CCA include:

- 6.3.1 Responsible for overseeing the day-to-day administration of this Contract;
- 6.3.2 Meeting with the Contractor's Contract Manager on a regular basis;
- 6.3.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.
- 6.3.4 Ensuring that the objectives of this Contract are met;
- 6.3.5 Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
- 6.3.6 Notifying Contractor of CCA's contact information upon Contract execution, and at any time thereafter a change of CCA is made.

The County's CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County Contract Program Manager (CCPM)

The responsibilities of the County's Contract Program Manager include:

- 6.3.1 Providing direction to Contractor in the areas of County policy and program requirements;
- 6.3.2 Meeting with the Contractor's Contract Manager on a regular basis; or as needed basis; and

6.3.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

6.3.4 Person designated to receive Monthly Management Report to review, use and extrapolate data for statistical purposes.

The County's Contract Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.5 County Contract Program Monitor (CPM)

The responsibilities of the CPM include:

6.5.1 Overseeing the day-to-day activities of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.5.2 Monitoring and evaluating Contractor's performance in providing appropriate benefits and services as specified in the Contract;

6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

6.5.4 Monitoring Contractor for contractual compliance and prepares monitoring reports for the Contract; and

6.5.5 Reviewing and processing of payments for the Contractors.

The CPM reports to the CCA. The Contract Program Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Contract Manager

7.1.1 The Contractor's Contract Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of the name and address of the Contractor's Contract Manager at the Contract start-up and at any time thereafter if a change of Contract Manager or alternate is made.

7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's CCA and County's CPM on a regular basis. Contractor's Contract Manager shall be

responsible for activities described in Exhibit A, Statement of Work, Section 4.0, Contractor Responsibilities, Subsection 4.1, Personnel.

- 7.1.3 The Contractor's Contract Manager must have two (2) years of experience supervising operations, or have experience substantially similar to the services required in this Contract.
- 7.1.4 Contractor's Contract Manager is required to submit annually the necessary documentation establishing Contractor's legal status (form of business, i.e. corporation, limited liability company, partnership; non-profit or for-profit status, etc.) to the CCA.

7.2 Approval of Contractor's Staff

- 7.2.1 Contractor shall have the sole right and discretion to hire, discipline, suspend, or discharge its employees/staff. County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.
- 7.2.2 Other Contractor Personnel
Contractor shall provide supervisory, administrative, and direct services personnel to accomplish the services required under this contract.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any

settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.
- 7.5.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment shall be prepared and executed by the Contractor and by Department Head or his/her designee.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by Department Head or his/her designee.
- 8.1.3 The Department Head or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Department Head or his/her designee.

- 8.1.4 County reserves the right to initiate Change Notices that do not affect the scope of work, term, contract sum, or payments included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County Contract Director.
- 8.1.5 The DPSS Director, or his/her designee, may prepare and sign Amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
 - 8.1.5.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 8.1.5.2 The DPSS Director, or his/her designee, may without further action by County's Board of Supervisors prepare and sign Amendments to this Contract to update terms to reflect current County, State or Federal regulations or policies; and/or to increase or decrease the original Contract Amount of no more than ten percent which is commensurate with an increase or decrease in the services being provided under this Contract.
 - 8.1.5.3 The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with

applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

- 8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.
- 8.4.2 In the event that the State's allocation is insufficient to cover the projected expenditures for the pertaining Fiscal Year, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar

days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within fifteen (15) business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. This includes, but is not limited to, compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code), compliance with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC

1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60).

- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.
- 8.6.3 Contractor shall maintain all licenses required to perform the Contract.
- 8.6.4 Contractor shall indemnify and hold the County, its Special Districts, Agents, elected and appointed officers and employees, harmless from any loss, damage or liability, cost and expense, including, but not limited to defense costs and attorney fees arising from Contractor, or its employees, agents, or subcontractors' failure to maintain required licenses or permits.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 8.7.1 The Contractor hereby assures that it will comply with Title VI and Title VII of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of,

or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification and Exhibit J – Contractor’s Non-Discrimination In-Service Statement.

In addition, Contractor shall abide by the provisions of the following:

- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Age Discrimination Act of 1975;
- Public Law 101-336, Americans with Disabilities Act of 1990, as amended;
- All other applicable federal, State, and County laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory.

8.7.2 Contractor shall also abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights Department of Health and Human Services, incorporates the civil rights requirements of the Agreement along with all other ongoing requirements that must be adhered to by DPSS, its Contractors and sub-Contractors/partners. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training to be announced;
- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Developing and operating procedures for receiving and responding to Civil Rights complaints.
- Ensuring that the “Civil Rights Informational Notice” is explained and reviewed with all program participants and made available in all waiting areas.
- Providing, if requested, assistance to participants with completing a Complaint of Discriminatory Treatment form in the participant’s designated/preferred language;

- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Designating a Contractor Manager to act as a Civil Rights Liaison (CRL) between the contracted agency and the CCA; and
- Ensuring that the designated CRL forwards PA 607s to the CCA within two business days; who in turn must immediately forward PA 607s to Civil Rights Section (CRS) for investigation. The CRL should not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.
- Collecting data necessary to monitor compliance with Civil Rights requirements.

8.7.3 A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide

that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or

submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least

five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.17 EMPLOYEE SAFETY

Contractor will ensure that the Contractor's employees:

- 8.17.1 Are covered by an effective Injury and Illness Prevention Program.
- 8.17.2 Receive all required general and specific training on employee safety.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FISCAL ACCOUNTABILITY

- 8.20.1 Contractor shall adhere to strict fiscal and accounting standards and must comply with Title 2 of Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related OMB Guidance.

8.20.2 Federal Temporary Aid to Needy Families (TANF) Regulations.

Contractor agrees to comply with Federal regulations governing TANF funds may not be used for medical services.

8.20.3 Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides operational efficiency and adequate internal controls. Failure to comply with this Section 8.20 may, in addition to other remedies available to the County result in withholding of payment to the Contractor, suspension or termination of the contract in accordance with its terms.

8.20.4 Funds paid pursuant to this Contract shall be used exclusively for services funded under the Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

8.20.5 Contractor shall complete and submit Exhibit R, Revenue and Expenditure Report Summary as stipulated in Subsection 5.7, Unspent Funds.

8.21 FORCE MAJEURE

8.21.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.21.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.21.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.22 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.23 INDEPENDENT CONTRACTOR STATUS

- 8.23.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.23.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.23.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.23.4 The Contractor shall adhere to the provisions stated in Sub-section 7.5 - Confidentiality.

8.24 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and

volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.25 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 8.25 and 8.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.25.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Social Services
Contract Management Division
Attn: CCA, Monitoring Section V
12900 Crossroads Parkway South, 2nd floor
City of Industry, CA 91746

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.25.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.25.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.25.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.25.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.25.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.25.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its

insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.25.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.25.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.25.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.25.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.25.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.25.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.25.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.26 INSURANCE COVERAGE

8.26.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.26.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.26.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage

provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26.4 Unique Insurance Coverage

8.26.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26.4.2 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.27 LIQUIDATED DAMAGES

8.27.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.27.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the

Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Statement of Work, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.27.3 The action noted in sub-paragraph 8.27.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.27.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.27.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.28 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.29 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.29.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability,

marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.29.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 8.29.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.29.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.29.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.29.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.29 when so requested by the County.
- 8.29.7 If the County finds that any provisions of this sub-paragraph 8.29 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal

or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.30 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.31 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.32 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Contract Administrator and/or County's Contract Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator or County Contract Director is not able to resolve the dispute, the DPSS Department Head, or designee shall resolve it.

8.33 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.34 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.35 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit E - County's Administration and Exhibit F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Head, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35.1 Notice of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give ten (10) business days prior notice to Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with follow-up written notice (10) ten business days in advance of proposed meeting. The advance notice requirement may be waived with the mutual consent of both the Contractor and the County.

8.35.2 Changes of Address

Either party can designate a new address by giving ten (10) days advance written notice to the other party.

8.36 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party.

No bar exists against any hiring action initiated through a public announcement.

8.37 PUBLIC RECORDS ACT

8.37.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.39 - Record Retention and Inspection/Audit Settlement of this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.37.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.38 PUBLICITY

8.38.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.38.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.38 shall apply.

8.39 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.39.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.39.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.39 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.39.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit

finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.40 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.41 SUBCONTRACTING

8.41.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.41.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.41.3 The Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.41.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.41.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel,

including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

- 8.41.6 The County Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.41.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.41.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Department of Public Social Services
Contract Management Division
Monitoring Section V
12900 Crossroads Parkway South, 2nd floor
City of Industry, CA 91746
Attn: County Contract Administrator

before any Subcontractor employee may perform any work hereunder.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.43 TERMINATION FOR CONVENIENCE

- 8.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.39, Record Retention and Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

- 8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.44.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.44.1, the County may procure,

upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.44, or that the default was excusable under the provisions of sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.43 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by

the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this subparagraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY

Contractor warrants that all services performed hereunder will comply with this Contract, including Exhibit A, Statement of Work, and any specifications related thereto. Furthermore, Contractor warrants that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained, and experienced in

rendering similar services at the time such services are performed.

Contractor shall, within twenty-four (24) hours after oral or written notice from the County, correct any and all defects, deficiencies, errors, or omissions in services rendered to the County. The correction of such defects, deficiencies, errors, or omissions shall be at no cost to the County.

8.52 WARRANTY AGAINST CONTINGENT FEES

8.52.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.52.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.53 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.54 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.53 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.55 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS (45 CRF PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or otherwise excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.2 CHILD AND ELDER ABUSE FRAUD REPORTING

9.2.1 Contractor and Subcontractor staff performing work under this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by this code Section. Such staff shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

9.2.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-

4000 within one (1) business day from the date Contractor became aware of the suspected instance of child abuse.

- 9.2.3 Contractor and Subcontractor staff performing work under this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by this code Section. Such staff shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 9.2.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.2.5 Contractor and Subcontractor staff performing work under this Contract shall also immediately report all suspected or actual welfare fraud situations to DPSS Central Fraud Reporting Line at (800) 349-9970.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit K, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

9.4 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

- 9.4.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to

the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit Q in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit Q, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

9.5 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.5.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.5.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.5.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State, the Department of Consumer and Business Affairs and Internal Services Department (ISD) of this information prior to responding to a solicitation or accepting a contract award.

9.6 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

- 9.6.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.
- 9.6.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.6.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.6.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.6.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.6.4 for any of the Contractor's proprietary and/or

confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.6.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.6.6 All the rights and obligations of this sub-paragraph 9.6 shall survive the expiration or termination of this Contract.

9.7 REMOVAL OF UNSATISFACTORY PERSONNEL

The County shall have the right at its sole discretion, to require Contractor remove any employee from the performance of services under this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

9.8 RULES AND REGULATIONS

During the time that the Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of the County facilities. It is the responsibility of the Contractor to acquaint such persons who are to provide services with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: 1) such employee has violated such rules or regulations; or 2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

9.9 SHRED CONFIDENTIAL DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code section 10850 relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Contract Section 8.0, Standard Terms and Conditions, Section 8.39, Records Retention and Inspection/Audit Settlement are to be maintained during the term of this Contract and for a period of five (5) years thereafter or longer if required by law.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, the day and year first above written.

CONTRACTOR: (_____ Name _____)

By _____
Signature

Name

Title

Date

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

BY OFFICE OF COUNTY COUNSEL
MARK J. SALADINO, County Counsel

By _____
Melinda White-Svec, Deputy County Counsel

STATEMENT OF WORK

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STATEMENT OF WORK

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; and 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 SCOPE OF WORK

Cal-Learn is a State-mandated program for CalWORKs participants who are under 19 years old, are pregnant or parenting, and have not completed their high school education. Cal-Learn Contractors are to provide comprehensive, intensive case management services to assist teens in completing their high school education.

Except for those items listed in Section 3.0 of this Statement of Work, County Responsibilities, hereunder, the Contractor shall provide all management/administrative services, personnel, materials, and other items or services necessary to provide Cal-Learn Case Management services to Cal-Learn eligible and enrolled CalWORKs (CW) Participants. Contractor must perform to the standards in Technical Exhibit 1, Performance Requirements Summary (PRS), hereunder.

2.0 DEFINITIONS

2.1 Acceptable Quality Level (AQL)

A minimum performance percent that can be accepted and still meet the Contract for satisfactory performance.

2.2 Adolescent Family Life Program (AFLP)

AFLP is a program funded by the California Department of Public Health, Maternal, Child, and Adolescent Health Division to enhance education; and to improve the health; and social and economic well-being of pregnant and parenting adolescents.

2.3 Adolescent Family Life Program Standards

Standards and practices approved by the California Department of Public Health (CDPH) to which AFLP agencies must adhere. All Cal-Learn Case Management Contractors must adhere to the AFLP Standards as well as any addenda adopted for Cal-Learn by CDPH and the California Department of Social Services (CDSS).

2.4 Ancillary Expenses

Ancillary Expenses are expenses that must be paid for a Cal-Learn Participant to attend and/or graduate from high school or achieve the equivalent. This includes, but is not limited to, school books, GED testing costs, and laboratory fees.

2.5 Bonus

Payment made to the Cal-Learn Participant when he/she makes Satisfactory Progress or receives his or her high school diploma or its equivalent.

2.6 Budget

The Budget is a document that details the Contractor's costs for providing services and is included as Exhibit B (Contract Budget) to this Contract.

2.7 Cal-Learn Eligibility Inquiry (ICLE)

GEARS screen used to view Participant's Cal-Learn eligibility status.

NOTE: This GEARS screen will be obsolete when the LEADER Replacement System (LRS) is fully implemented.

2.8 Cal-Learn Enrollment

An initial Cal-Learn orientation appointment (CL 1) letter has been initiated to the Participant, the Participant has been determined to meet Cal-Learn eligibility requirements and the Participant has not been terminated, deferred, or exempted

from the Cal-Learn Program during the previous month, unless the Participant was newly enrolled and a new CL 1 was issued. Additionally, as of the last calendar day of the month, the Cal-Learn Participant has not been transferred to another Cal-Learn Case Management Contractor.

2.9 Cal-Learn Exit

The process used by DPSS to terminate a Participant's Cal-Learn case due to ineligibility.

2.10 Cal-Learn Program

A program mandated by State law (California Welfare and Institutions Code, Section 11331 through 11334) to provide Case Management and Supportive Services for teenage CalWORKs Participants who are pregnant or custodial parents, and who do not possess a high school diploma or its equivalent. Cal-Learn operates as part of the GAIN program.

2.11 CalWORKs Program

A public assistance program that provides financial assistance including subsidized child care assistance, social services, and employment services to needy California families with dependent children. CalWORKs is an acronym for "California Work Opportunity and Responsibility to Kids" which is the State of California's version of the federal Temporary Assistance for Needy Families (TANF) Program.

2.12 CalWORKs and GAIN Division

A Division within DPSS that is responsible for administering the GAIN program, and the Cal-Learn Program in Los Angeles County.

2.13 CalWORKs Case Assistance Unit

A group of related persons living in the same home, and who have been determined eligible for CalWORKs.

2.14 CalWORKs Participants

CalWORKs applicants/participants who County has determined are eligible for participation in the CalWORKs Program. A Cal-Learn Participant must be an active CalWORKs Participant to be enrolled in Cal-Learn.

2.15 Case Information Inquiry (ICAS)

GEARS Screen used to maintain CalWORKs eligibility information about Cal-Learn Participants.

NOTE: This GEARS screen will be obsolete when the LEADER Replacement System (LRS) is fully implemented.

2.16 Contract Discrepancy Report (CDR)

A written report prepared by County to identify specific failures of Contractor in meeting contract standards.

2.17 Deferred Participant

A CalWORKs Participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn deferral criteria. Deferred Participants will still receive Case Management services but are not subject to Sanctions or eligible for Bonuses or Supportive Services.

2.18 Exempt Participant

A CalWORKs Participant who is eligible to Cal-Learn, but is not required to participate, in accordance with Cal-Learn exemption criteria. Exempt Participants will receive no Cal-Learn services and are not subject to Sanctions or eligible for Bonuses.

2.19 Greater Avenues for Independence (GAIN) Program

The County of Los Angeles program that provides comprehensive Welfare-to-Work services to assist CalWORKs participants in obtaining self-sufficiency.

2.20 GAIN Deputy Administrator

DPSS employee who oversees the work of the Cal-Learn GAIN Services Supervisors and reports to the Directors.

2.21 GAIN Program Handbook (PH)

The GAIN Program Handbook/Manual that covers policies and procedures which governs the County's administration of GAIN Case Management.

2.22 GAIN Services Coordinator (GSC)

DPSS employees who act as a liaison between GAIN and CalWORKs District staff in resolving problems regarding GAIN sanctions and the exemption process. The GSC is responsible for ensuring that both staff communicate, collaborate and cooperate when attempting to resolve various concerns.

2.23 GAIN Services Supervisor (GSS)

DPSS employee who oversees the work of the Cal-Learn GAIN Services Worker team and provides weekly and monthly reports to management.

2.24 GAIN Services Worker (GSW)

DPSS employee who is responsible for reviewing and approving deferrals, exemptions, good cause determinations, Bonuses and Sanctions that are recommended by the Cal-Learn Contract Case Manager. The GSW is also responsible for issuing Bonuses and supportive service payments.

2.25 GEARS

GEARS is an acronym for “GAIN Employment Activity and Reporting System” which is the automated data management system to be used to support the GAIN program in Los Angeles County.

NOTE: DPSS will be launching the implementation of the LRS beginning August 2015. LRS will roll-out in the District Offices (DO's) in phases. Therefore, AFLP agencies will be required to use GEARS and the LRS simultaneously. AFLP staff will receive web-based training on how to update Cal-Learn cases on LRS.

2.26 Inter-Agency Transfers

Cases that have been sent to another Cal-Learn service provider in the County.

2.27 Inter-County Transfers (CL 15 and CL 16)

Inter-County Transfers are cases that have been sent to Los Angeles County from neighboring or other counties. The Inter-County Transfer (CL 15) form is used when transferring cases and the Inter-County Transfer Summary (CL 16) form is used to provide a summary listing all Inter-County Transfers.

2.28 LEADER Replacement System (LRS)

LRS is a new fully integrated system for the online administration and management of welfare programs in Los Angeles County. LRS will replace LEADER.

2.29 Maintain Case Phone and Address (MCAP)

GEARS screen used to maintain Participant's phone number and address.

NOTE: This GEARS screen will be obsolete when the LEADER Replacement System (LRS) is fully implemented.

2.30 Participant Component Selection (IPCA)

GEARS screen used to list the components participants have been assigned.

NOTE: This GEARS screen will be obsolete when the LEADER Replacement System (LRS) is fully implemented.

2.31 Participants Served or Cal-Learn Participant

"Participant Served" or "Cal-Learn Participant" shall mean persons receiving CalWORKs benefits who meet Cal-Learn Program requirements, and have been enrolled in the Cal-Learn Program.

2.32 Performance Requirements Summary (PRS) and PRS Chart

The PRS and PRS Chart are documents furnished by the County (Technical Exhibits 1 and 2) which identify and summarize the key performance indicators of this Contract. County will use the PRS and PRS Chart in evaluating Contractor's performance to assure that the Contract performance standards are met.

2.33 Person Record Inquiry (IPRC)

GEARS screen used to maintain Participant's information such as birthday, name, and eligibility status.

NOTE: This GEARS screen will be obsolete when the LEADER Replacement System (LRS) is fully implemented.

2.34 Quality Control Plan

A written plan developed by Contractor to outline all necessary measures taken by the Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.

2.35 Report Card

A periodic report that is routinely issued by schools which documents Cal-Learn Participant's academic achievements.

2.36 Sanction

A Sanction is a reduction of CalWORKs benefits for the CalWORKs payee attached to the Cal-Learn Participant's case. The Sanction is applied when the Cal-Learn Participant fails to participate or receives less than a "D" grade average, or a 1.0 grade point average.

2.37 Satisfactory Progress

Report Card which indicates the Cal-Learn Participant has received a grade average of "C" or higher, or a 2.0 grade point average or higher.

2.38 Service Month

The Service Month is the current month in which services are being provided to Cal-Learn Participants.

2.39 State

The State of California.

2.40 Supportive Services

Transportation, child care and ancillary expenses needed by Cal-Learn Participants to enable them to attend school.

2.41 Orientation Attendance Rate

A Performance Outcome based on a periodic review of all Cal-Learn Participants who have completed Cal-Learn Orientation. The rate for the population being reviewed is as follows:

- Population: Participants who have an open Cal-Learn component at any point in the review period, minus any Participants who were:
- Registered in error.
 - Determined to have good-cause
 - Deferred or exempt from participation in the Cal-Learn Program
 - Sanctioned (sanction recommended by the Contractor)
 - Diagnosed with a learning disability or mental health issue
 - Victims of domestic violence
 - Under treatment for a substance use disorder.
 - Homeless
 - No contact/no show during 90 Day Participation Period

Numerator: Participants who have completed the Orientation in the semi-annual review period of those that were scheduled to appear for orientation.

Denominator: Participants with a scheduled Cal-Learn Orientation in the semi-annual review period.

The Orientation Attendance Rate is determined by dividing the numerator by the denominator.

2.42 School Enrollment Rate

A Performance Outcome based on a periodic review of all Cal-Learn Participants who were enrolled in school. The rate for the population being reviewed is follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any Participants who were:

- Registered in error.
- Determined to have good-cause
- Deferred or exempt from participation in the Cal-Learn Program
- Sanctioned (sanction recommended by the Contractor)
- Identified with a learning disability or mental health issue
- Victims of domestic violence
- Under treatment for a substance use disorder.
- Homeless

Numerator: Participants who were enrolled in school at any time during the semi-annual review period. The enrollment date is not restricted to the semi-annual review period and can have occurred in a prior semi-annual review period.

Denominator: Participant:
a. Is in Number Served (i.e., enrolled in Cal-Learn); and
b. Has completed Cal-Learn Orientation

The School Enrollment Rate is determined by dividing the numerator by the denominator.

2.43 Report Card Submission Rate

A Performance Outcome based on a periodic review of all Cal-Learn Participants who are enrolled in school and had at least one Report Card due in the semi-annual review period. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any Participants who were:

- Registered in error
- Received good-cause
- Deferred or exempt from participation in the Cal-Learn Program
- Sanctioned (sanction recommended by the Contractor)
- Identified with a learning disability or mental health issue
- Victims of domestic violence
- Under treatment for a substance use disorder.
- Homeless

Numerator: Participants who submitted one or more Report Cards in the semi-annual review period of those that were due.

Denominator: Participants who were enrolled in school at some time in the semi-annual review period and had at least one Report Card due in the semi-annual review period.

- a. Participants enrolled in school during the semi-annual review period; and
- b. Had a Report Card due in the semi-annual review period that does not fall in 90-Day Participation Period; and
- c. The Report Card due date falls during a period of Cal Learn eligibility.

The Report Card Submission Rate is determined by dividing the numerator by the denominator.

2.44 Graduation Rate

A Performance Outcome based on a periodic review of all Cal-Learn Participants that have graduated or completed their high school education via high school diploma, General Education Development (GED), or its equivalent. The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, minus any Participants who were:

- Registered in error
- Received good-cause
- Deferred or exempt from participation in the Cal-Learn Program
- Sanctioned (sanction recommended by the Contractor)

- Identified with a learning disability or mental health issue
- Victims of domestic violence
- Under treatment for a substance use disorder.
- Homeless
- Allowed an exclusion approved by Cal-Learn Program. (See Technical Exhibit 7.)

Numerator: Participants who graduated (high school diploma, GED, or its equivalent) in the annual review period. If a Participant falls under either a, b, c, or d, shown below, he/she is counted as an individual who has graduated.

- a. \$500 Bonus issued in the annual review period; or
- b. Component End Code = "57" (graduated) and component end date in the annual review period; or
- c. GED/High School Diploma = "Y" and GED/High School Diploma Received date in the annual review period; or
- d. Otherwise noted as "graduated" in County management systems (i.e., GEARS or any alternate means approved by County, such as Contractor provided data

Denominator: Participants that left the Program in the annual review period who have at least completed the 11th grade level. If a Participant falls under either a, b, c, or d, shown below, he/she is counted as an individual who has left the Cal-Learn Program

- a. Component End Codes "57", "60" or "70";
- b. Component End Date in the annual review period;
- c. Last grade completed equal to or greater than the 11th grade and not in 90-Day Participation Period

The Graduation Rate is determined by dividing the numerator by the denominator.

2.45 Public Post-Secondary/College/Vocational Training Acceptance/Enrollment Rate

A Performance Outcome based on an annual review of all Cal-Learn Participants that are in the 11th grade or above and have been accepted and enrolled in Public Post-Secondary/College/Vocational Training. This data will be obtained through the Monthly Management Report (MMR). The rate for the population being reviewed is as follows:

Population: Participants who have an open Cal-Learn component at any point in the review period, and are in the 11th grade or above, minus any participants that are:

- Registered in error, Determined to have good-cause
- Deferred or exempt from participation in the Cal-Learn Program
- Sanctioned (sanction recommended by the Contractor)
- Identified with a learning disability or mental health issue
- Victims of domestic violence
- Under treatment for a substance use disorder.
- Homeless

Numerator: Participants that were accepted and enrolled in Public Post-Secondary/College/Vocational Training during the review period (proof must be provided to the County GSW by the Contractor case manager).

Denominator: Participants who are in 11th grade or above in the annual review period.

NOTE: Teens that are in a grade lower than the 11th grade shall also be included in the numerator if they enroll in a Public Post-Secondary/College/Vocational Training during the review period.

The Public Post-Secondary/College/Vocational Training Acceptance/Enrollment Rate is determined by dividing the numerator by the denominator.

2.46 Performance Outcome Measures

Performance Measures that reflect outcomes are reflective of the Contractor's performance. The Performance Outcome Measures are: Orientation Attendance Rate, School Enrollment Rate, Report Card Submission Rate, Graduation Rate, and Public Post-Secondary/College/Vocational Training Acceptance/Enrollment Rate.

2.47 Welfare-To-Work (WtW)

A federally mandated program, administered by CalWORKs Program and the GAIN Program, which seeks to provide case management services that enable a participant to find living wage employment and become self-sufficient.

2.48 Business Intelligence and Data Warehouse (BIDW)

The Business Intelligence and Data Warehouse (BIDW) Branch produces and distributes many of the monthly state and departmental reports, as well as ad hoc data requests for the Department. It builds and maintains the Department's data warehouse with data from multiple source systems, including LEADER, GEARS, and CMIPS.

3.0 COUNTY RESPONSIBILITIES

All County furnished items are provided by County for the term of the Contract only, and are solely for the performance of this Contract. The County shall provide **no** materials, equipment, and/or services necessary to perform case management, except as identified below.

3.1 Access to County Computer Applications

County will provide Contractor with access to GEARS and LRS computer applications. Contractor shall request or terminate access for staff to use the GEARS and LRS computer applications as follows:

- 3.1.1 Contractor shall request access to each of the computer applications for staff newly assigned to Cal-Learn, within four (4) business days of the assignment, by submitting a completed User Request form and a signed Security Agreement for each computer application. Contractor shall send the forms to the CCA, as appropriate, by fax or e-mail. Contractor shall contact the CCA if a response to the request is not received within ten (10) business days.
- 3.1.2 Contractor shall provide written notice to the CCA, as appropriate, within four (4) business days, when a staff person no longer needs access to County-provided computer applications. County will promptly cancel the person's access to the computer applications.
- 3.1.3 County will provide Contractor VPN access to allow Contractor access to County's computer applications using the internet through VPN technology as specified in this Statement of Work.
- 3.1.4 Contractor shall report to the CCA, the loss, vandalism, or theft of County provided computer equipment, including but not limited to VPN access key (e.g. Secure ID), within one (1) business day after discovery. Contractor shall also within one (1) business day contact the local law enforcement agency, for stolen County provided computer equipment and submit a copy of the police report to the CCA within one (1) business day after being made available to Contractor by the police agency.

3.2 Materials

County shall provide:

- 3.2.1 List of State regulations and County Cal-Learn Policies and Procedures, including, but not limited to CDSS MPP Chapter 42-700 and the DPSS GAIN Program Handbook, Chapter 1800, and all applicable updates.

- 3.2.2 DPSS Operations Handbook, Section 21, Civil Rights Program and all applicable updates.
- 3.2.3 Complaint of Discriminatory Treatment Form – PA 607, Technical Exhibit 4, and Civil Rights Complaint Investigation Process, Technical Exhibit 5, for use by trainees in reporting civil rights complaints, which may be obtained from the following website: <http://dpss.lacounty.gov/dpss/civilrights/forms.cfm>. If the website is unavailable, Contractor may contact the County's Civil Rights Hotline number at (562) 908-8501 to request the form.
- 3.2.4 A list of the County observed holidays.
- 3.2.5 DPSS hiring guidelines, Exhibit P, Department of Public Social Services Criminal Convictions Information Notice, for Contractor use in assessing the appropriateness of hiring contracted staff under this Contract.

3.3 Referrals

County shall provide listings of CalWORKs recipients who appear to be eligible for Cal-Learn.

3.4 Services

County shall provide the payment system for Cal-Learn child care, transportation, Ancillary Expenses and Bonuses. County shall also provide a system for deducting Cal-Learn Sanctions.

3.5 Supplies

County shall provide:

- 3.5.1 State-approved Nondiscrimination In-Services Notices, Civil Rights complaints forms, all other State-mandated and County-mandated forms, posters and fliers describing Participant's grievance and State Hearing rights.
- 3.5.2 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.5.3 The County GAIN and Cal-Learn Plans and any significant revisions/annual updates.

Contractor shall provide all personnel, facilities, materials, supplies, and system applications necessary to perform all Contract services, except for those provided by County as identified in Section 3.0, County Responsibilities, of this Statement of Work, here above.

3.6 Training

3.6.1 County may provide Cal-Learn orientation training.

3.6.2 County will arrange for the Civil Rights biennial training of Contractor staff either by direct training by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.

3.6.3 County may provide child/elder abuse awareness and reporting training, cultural awareness and sensitivity training, and materials to Contractor. If County provides such training, Contractor shall ensure that trainings are mandatory for all staff paid under this Contract, including the directors/coordinators of the Cal-Learn program. Trainings are optional for other employees.

3.6.4 County may provide program reinforcement and internal operations procedures training. Training may be mandatory for all staff paid under this Contract.

4.0 CONTRACTOR RESPONSIBILITIES

4.1 Personnel

4.1.1 Contractor shall provide all supervisory, administrative, and direct services personnel, including bilingual personnel, to accomplish all work required by this Contract.

4.1.2 Contractor shall maintain sufficient staffing to provide services. Contractor may amend without prior approval of the County, Exhibit B, Contract Budget, to allow for a staffing decrease proportionate to a caseload decrease. Contractor may also amend without prior approval of the County to allow for a staffing increase proportionate to a caseload increase. Contractor shall notify CCA of any staffing changes within five (5) business days of the change and submit an amended Exhibit B to the CCA.

4.1.3 Contractor's Cal-Learn Contract Case Manager

4.1.3.1 Contractor shall provide Cal-Learn Contract Case Manager(s), whose general responsibilities shall include, but are not limited to, the following:

- Provide referrals to appropriate community services needed to assist the Participant to continue in or return to school;
- Monitor each Participant through monthly contacts with the Participant and/or service providers to determine the effectiveness of service provision;
- Assess progress toward case plan goals and make the necessary changes to improve the Participant's program;
- Act as a counselor, colleague, and role model so that each Participant has someone to trust and to turn to for advice, guidance, and ideas;
- Ensure that each Participant understands the program requirements and consequences of not making adequate or satisfactory progress;
- Identify the need for and method of providing supportive services;
- Develop a case plan to assist the Participant to graduate from high school or its equivalent;
- Provide program exemption, program deferral, good cause, bonus and sanction determinations or recommendations;
- Make reasonable efforts to reach participants who are not making adequate progress.

4.1.3.2 The Cal-Learn Contract Case Manager(s) shall possess an expertise in the education, training and other social and health service needs of teen parents, as well as the local programs that provide these services.

4.1.4 Contractor shall provide staff that is bilingual, or provide interpretive services for Participants who cannot communicate in English. CCA will notify Contractor of language requirements for the areas served. Although a Participant shall not be required to provide an interpreter, Contractor shall not be prohibited from utilizing an interpreter voluntarily provided by the Participant (e.g., a relative or friend).

4.1.5 Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency of bilingual staff.

- 4.1.6 Contractor shall conduct, at no cost to County, background and security investigations, pursuant to Contract, Section 7.0, Administration of Contract – Contractor, Subsection 7.4, Background and Security Investigations, to ensure all Contractor employees meet County hiring guidelines relating to criminal convictions [Exhibit P, Department of Public Social Services (DPSS) Criminal Convictions Information Notice].

4.2 Facilities, Equipment and Supplies

- 4.2.1 Contractor shall provide the necessary facility/facilities and furnishings for Case Management operations, which are acceptable to County, accessible to participants, and in conformity with general County facility standards.
- 4.2.2 Contractor shall provide telephone installation and equipment, utilities, parking, internet connection, facsimile machine, printers, Xerox machines, custodial services, building maintenance and all services/materials not specifically provided by the County at all Contractor facilities used for Cal-Learn services.
- 4.2.3 Contractor shall provide sufficient computer equipment for the purpose of performing work under this contract. Contractor shall also provide internet connection. Contractor shall be responsible for all costs necessary to access County computer applications, using the internet.
- 4.2.4 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.
- 4.2.5 All equipment purchased by Contractor utilizing County applications/network (GEARS, LRS, successor computer system, etc.) must be compatible with County's equipment. County equipment shall not be connected or utilized for Contractor's private business and/or network unless authorized by County.
- 4.2.6 The requirements of this Subsection 4.2 apply to all equipment purchased for use under this Contract with a useful life of greater than one year. The requirements apply whether the equipment is purchased with County funds by Contractor or County.
- 4.2.7 Contractor's Procedures
- 4.2.7.1 Contractor shall establish and maintain an inventory of all equipment provided by County and all equipment purchased by Contractor using County funds. The inventory shall include the following after the start of this Contract:

- 4.2.7.1.1 Name and phone number of Contractor's contact person where equipment is located;
- 4.2.7.1.2 Address where equipment is located;
- 4.2.7.1.3 Type of equipment;
- 4.2.7.1.4 Brand, model number, and serial number of equipment;
- 4.2.7.1.5 County bar-code number on equipment, if applicable;
- 4.2.7.1.6 Date of purchase or delivery; and
- 4.2.7.1.7 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 4.2.7.2 Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County an updated inventory list during the term of this Contract upon request.
- 4.2.7.3 Contractor, upon contract execution and throughout the term of the Contract, shall request and receive prior authorization from County to purchase any equipment, supplies, and materials not furnished by County that are necessary to perform all services required under this Contract. Such purchases shall be within the Contract budget limits.
- 4.2.7.4 Unless applicable Federal or State law requires otherwise, the County shall be sole owner of all rights, title and interest in any and all equipment purchased by the Contractor with County funds and equipment furnished by the County to Contractor, pursuant to this Contract.
- 4.2.7.5 Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds and equipment provided by County shall be retrieved by the County with an appropriate notice to the Contractor.
- 4.2.8 Contractor shall provide County with updated lists of all sites to be used in administering these services, including any extension site, at contract execution and anytime there is a change in sites.
- 4.2.9 Contractor shall provide supplies, unless otherwise specified in this Statement of Work, Section 3.0, County Responsibilities, which are necessary to perform all services required by this Contract, and adhere to all requirements imposed on Contractor by this Contract. Contractor may augment the equipment provided by County at no cost to County and with prior County approval.

4.3 Materials

Contractor shall post in each Contractor facility, in an area that is easily accessible to Contractor employees and Cal-Learn Participants, Equal Employment Opportunity (EEO) posters and State-approved Nondiscrimination In Services notices. Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, Fourth Floor
Los Angeles, California 90012
Telephone Number (213) 894-1000

4.4 Training

Contractor shall ensure:

- 4.4.1 All Contractor's staff who have direct contact with Cal-Learn Participants attend the DPSS approved child abuse, elder abuse, cultural awareness, civil rights and Cal-Learn orientation training.
- 4.4.2 All Contractor's staff is provided with DPSS approved training for program reinforcement and internal operations procedures. Any other supplemental training determined necessary by Contractor that will be billed to this contract, must be approved by the County.

4.5 Computer Equipment Security

- 4.5.1 Contractor shall house any County computer equipment at the designated Contractor site, and shall provide all security measures to ensure that the County's computer equipment is secure and confidentiality is maintained. Contractor shall also meet any additional security measures as required by County. Contractor's security measures must be approved by County.
- 4.5.2 For all County equipment located at Contractor's facilities, Contractor shall provide sufficient security measures for County provided software to ensure that they are secure, and confidentiality of Cal-Learn Participants' information and records is maintained. Contractor shall likewise provide all security necessary for any computer terminal containing GEARS/LRS or any County database, e-mail, or County provided software, including securing access and ensuring that confidentiality is maintained. Contractor shall provide security sufficient to protect all County data in any media. All data must be password protected to ensure only authorized staff have access. Contractor shall also meet any additional security measures as required by County. Contractor's security measures must be pre-approved by County.

- 4.5.3 Contractor shall report in writing to the CCA immediately upon discovery, the loss or theft of County supplied computer equipment, software, and supplies. For stolen equipment, Contractor shall contact the local law enforcement agency and submit a copy of the police report to the CCA. If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County for damaged County equipment.
- 4.5.4 Contractor must maintain the security and integrity of GEARS/LRS by having up-to-date GEARS/LRS User Agreements (provided by the County) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. Contractor shall ensure that only authorized Contractor personnel are permitted access to GEARS, the LEADER terminal, LRS and any County database.
- 4.5.5 The County must evaluate and approve all software or tools used in the operation or support of the Cal-Learn Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.
- 4.5.6 Unannounced site inspections may be made by DPSS Property Management and/or other County or local government personnel (fire, city, etc.)

4.6 Return of Supplies, Forms and Equipment

- 4.6.1 Upon the Contract's termination, Contractor shall transfer to DPSS equipment purchased with County funds as well as any unused supplies and forms purchased for this Contract. In the alternative, Contractor may provide the residual value of the equipment to County.
- 4.6.2 Prior to the termination of the Contract, Contractor may use furniture purchased for this Contract, in exchange for services or equipment of equal value, as approved by County.
- 4.6.3 County will determine the residual value of all assets should the Contractor opt to return the residual value of the assets in place of the actual assets.

4.7 Complaint Resolution Procedures

- 4.7.1 Contractor shall establish a procedure to resolve user complaints and provide such procedure to the County within 15 business days after Contract effective date.

- 4.7.2 Contractor shall notify the County, in writing, within five (5) workdays, of receiving a user's complaint.

4.8 Civil Rights Complaint Procedures

- 4.8.1 Contractor shall provide and assist Participants with completing a PA 607 Complaint of Discriminatory Treatment in the Participants' primary language.
- 4.8.2 Contractor shall maintain a log of Civil Rights complaints.
- 4.8.3 Contractor's Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between Contractor and the County Contract Administrator and DPSS Civil Rights Section (CRS).
- 4.8.4 All CCM/CRLs shall forward all PA 607s to the CCA within two (2) business days.
- 4.8.5 CCM/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

Note: In processing civil rights complaints, CCM/CRLs should not attempt to conduct an investigation. All civil rights investigations are handled strictly by the CRS staff.

4.9 Contractor Employee Acceptability

- 4.9.1 Contractor shall remove any employee from working on this Contract who the CCA has determined is unacceptable in the performance of their job and it is inappropriate for such persons to be in contact with County employees.
- 4.9.2 Contractor shall identify, under sworn statement, throughout the term of the Contract, all Contractor employees who are receiving public assistance, and ensure that any employee receiving public assistance has met his/her reporting responsibility to County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.
- 4.9.3 Contractor shall ensure staff have the needed training, background and meet AFLP guidelines to provide Cal-Learn Case Management Services.
- 4.9.4 Contractor shall perform, at Contractor's expense, background checks, which may include, but not be limited to fingerprinting to ensure Contractor

employees meet County hiring guidelines related to criminal convictions. Proof of clearance should be provided to County immediately.

4.10 Identification Badges

Contractor shall ensure that their employees are appropriately identified as set forth in Contract Section 7.0, subsection 7.3, Contractor's Staff Identification.

4.11 Attendance At and Notice of Meetings

Contractor shall have appropriate levels of staff attend all meetings requested by County. County will notify Contractor of the need to attend such meetings five (5) business days in advance of each meeting. Contractor may request meetings with County as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and County.

4.12 Hours of Operation/Holidays

4.12.1 Contractor shall be available to provide services no less than forty (40) hours a week, on a work schedule approved by County.

4.12.2 Contractor shall be available during County's regular business hours of Monday through Friday between 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, to respond to County's inquiries and to provide Cal-Learn Case Management services. County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to County and approved by County.

4.12.3 Contractor is not required to provide services on County's recognized holidays. The CCA will provide a list of County holidays to Contractor at the time the Contract is approved, and at the beginning of each calendar year.

5.0 SPECIFIC TASKS

5.1 Overview of Case Management Operations and Tasks

5.1.1 Contractor is responsible to administer Cal-Learn Case Management in accordance with all applicable laws, policies, and existing or future State and County regulations governing Cal-Learn, including but not limited to California Department of Social Services (CDSS) Manual of Policy and Procedures, Eligibility and Assistance Standards Sections 42-762 through 42-769, and Department of Public Social Services (DPSS) GAIN Program Handbook, Chapter 1800, hereinafter referred to as "County Cal-Learn Policies and Procedures." Any deviation from applicable laws and regulations shall require County approval prior to implementation.

- 5.1.2 Contractor is responsible for tracking all caseload activity and reporting on Cal-Learn services, as described in this Contract.
- 5.1.3 Contractor shall provide Cal-Learn services and applicable reporting tasks as specified in this Contract. These services are not to be provided to the exclusion of any other requirement of law or regulation.
- 5.1.4 Contractor shall provide Cal-Learn services pursuant to the specific tasks listed in Section 5.0 of this Statement of Work to each eligible CalWORKs Participant without exception; unless otherwise notified by the County to cease services or the Participant is no longer eligible in accordance with State regulations and County Cal-Learn Policies and Procedures.
- 5.1.5 Should County implement a new electronic system for storage of documents and records or for any other purposes, Contractor shall follow procedures as set forth by the County.

5.2 Identification and Recruitment of Cal-Learn Participants

- 5.2.1 County shall provide a listing of CalWORKs Participants in the Contractor's service delivery area who appear to be eligible for Cal-Learn. Recruitment may occur through Contractor Co-Location at DPSS CalWORKs district offices, as described below in Subsection 5.15 of this Statement of Work, Co-Location at County Sites.
- 5.2.2 Contractor may independently identify participants that are eligible for the Cal-Learn Program, as defined by applicable State regulations and County Cal-Learn Policies and Procedures.
 - 5.2.2.1 When Contractor identifies a potentially eligible teen parent, Contractor will notify GAIN Cal-Learn Line Operations to verify the participant's CalWORKs and Cal-Learn eligibility on GEARS, LEADER, or LRS. Contractor will confirm the status of a potentially eligible Cal-Learn Participant by reviewing GEARS screens: 1) ICLE; 2) IPRC; and 3) ICAS (GEARS) or name of screen on LRS.
 - 5.2.2.2 If the minor pregnant or parenting teen identified by the Contractor is not aided on CalWORKs or is not eligible for Cal-Learn, no Cal-Learn services will be provided.

5.3 Cal-Learn Notification and Enrollment

- 5.3.1 Upon identifying Participant as eligible for Cal-Learn, as stated in this Statement of Work, Subsection 5.2, Identification and Recruitment of Cal-Learn Participants above, Contractor shall enroll the Participant in the Program via GEARS, LRS or any other County approved means.

- 5.3.1.1 Cases shall be assigned to a Cal-Learn Contract Case Manager within four (4) workdays of receiving eligibility confirmation from GAIN Cal-Learn Line Operations.
- 5.3.1.2 Within four (4) workdays of assigning a Participant to a Cal-Learn Contract Case Manager, the Contractor shall set an orientation appointment date and send a CL 1, Cal-Learn Registration/Program Information/Orientation Appointment Notice, to both the eligible teen and the Head of the CalWORKs Case Assistance Unit. The appointment notice shall be sent at least ten (10) workdays prior to the appointment date.
- 5.3.2 Once a Participant is assigned to a Cal-Learn Contract Case Manager, the Contractor shall create a file folder for each referred Participant. The file folder shall contain all pertinent information related to Cal-Learn services as specified in subsection 5.16.5.
- 5.3.3 For any Cal-Learn Participant erroneously referred to Contractor, the Contractor shall create a file to document the determination of erroneous referral and reason for exit.

5.4 Cal-Learn Orientation

- 5.4.1 Contractor shall provide Cal-Learn Orientation to all Cal-Learn Participants as described in Subsection 5.3, Cal-Learn Notification and Enrollment above. The Orientation appointment date shall be scheduled no later than twenty (20) workdays after Cal-Learn assignment.
- 5.4.2 Orientation shall comply with all applicable State regulations and County Cal-Learn Policies and Procedures.
- 5.4.3 Orientation No-Shows - Contractor is responsible for contacting Cal-Learn Participants who do not attend the scheduled Orientation and will continue recruitment efforts for Orientation attendance through such means as telephone calls, home visits, and letters.

5.5 Case Management

Contractor shall provide continuous Case Management, as specified in the Adolescent Family Life Program, and all applicable State regulations and County Cal-Learn Policies and Procedures.

Contractor will maintain a monthly Cal-Learn Contract Case Manager ratio of no more than 40 clients per Cal-Learn Contract Case Manager as specified in the Adolescent Family Life Program standards.

5.5.1 Case Plan

Within sixty (60) workdays of the Cal-Learn orientation appointment, Contractor shall develop a comprehensive case plan for each Cal-Learn Participant. The purpose of the case plan is to assist Participants in graduating from high school, or obtaining its equivalent (GED or California High School Proficiency Certificate). Contractor shall update the case plan at least once every quarter. The case plan shall meet all the requirements provided in State regulations and comply with State regulations and County Cal-Learn Policies and Procedures.

Contractor shall develop a case plan for those Cal-Learn Participants who fail to attend the Orientation appointment.

5.5.2 Cal-Learn Plan Review

Contractor shall monitor each Cal-Learn Participant's progress through monthly contacts with the Participant, a collateral relative, or a service provider, to determine the effectiveness of the service plan and the Participant's progress. If needed, Contractor shall make necessary changes to the case plan to improve the Cal-Learn Participant's progress.

5.6 Supportive Services

Contractor shall identify a Participant's unmet needs for child care, transportation, and other expenses needed to attend school full-time.

5.6.1 Contractor shall document a Participant's supportive service needs and forward County-required payment information to the GAIN Services Worker.

5.6.2 Contractor shall report Supportive Services overpayments and underpayments to the GAIN Services Worker within five (5) workdays after date of discovery.

5.6.2.1 If a Participant does not use the monies (ancillary and/or transportation Supportive Services) received for the purpose they were intended it is considered an overpayment.

5.6.2.2 If a Participant does not receive the total monies he/she is entitled to for ancillary and/or transportation Supportive Services, it is considered an underpayment.

5.6.3 Contractor shall maintain documentation of supportive service requests in the Cal-Learn case record, as required by County procedures.

5.7 School Attendance and Report Cards

5.7.1 School Enrollment

Consistent with the stated goals of the Cal-Learn Program, Contractor shall emphasize the importance of completing a high school education and work with Participants to address barriers to school enrollment. The Contractor shall track and maintain a standard for school enrollment of all Cal-Learn enrolled Participants, who attended and completed Cal-Learn orientation, in high school or an equivalent program.

5.7.2 Report Card Schedule

Contractor shall give in person or mail to the Cal-Learn Participant, the CalWORKs payee and the GAIN Services Worker, the initial Report Card schedule and all updates to the Report Card schedule. The Report Card schedule is developed by the Cal-Learn Contract Case Manager as part of the Case Plan, shall be developed within thirty (30) calendar days of the participants' Cal-Learn enrollment, and should contain no more than four calendar dates per 12-month period on which the Cal-Learn Participant shall be required to submit a Report Card to the Cal-Learn Contract Case Manager. Updates to the Report Card schedule are developed when the previous Report Card is due or has been submitted or, as necessary during the Case Plan Review. The Report Card schedule and updates shall be on a County approved form.

5.7.3 School Progress

The Cal-Learn Contract Case Manager shall track and monitor to ensure that Report Cards are submitted by the Cal-Learn Participant in accordance with the Report Card schedule in Subsection 5.7.2 above, within ten (10) business days after the Report Card issue date.

5.7.4 High School Graduation

The Cal-Learn Contract Case Manager shall track and report all Cal-Learn Participants who have completed their high school education while in the Cal-Learn Program. The Contract Case Manager shall report those who: are enrolled in a program leading to a high school diploma, GED or equivalent; have completed the eleventh grade, are working on passing their California High School Exit Exam (CAHSEE); are not in their 90-Day Participation Period; and, have not been exited due to loss of CalWORKs eligibility.

5.8 Good Cause Determinations

5.8.1 A Good Cause determination is started/evaluated when requested by the Cal-Learn Participant. Contractor shall determine whether or not good

cause exists before recommending a Sanction. If good cause exists, and a Sanction is not appropriate, the Contractor shall send documentation to the GAIN Services Worker, who will make the final determination on the good cause recommendation.

- 5.8.2 The Cal-Learn Contract Case Manager shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.

5.9 Deferrals

- 5.9.1 Contractor shall continue Cal-Learn Case Management services during the time a Cal-Learn Participant is deferred. Supportive Services payments shall not continue if the Participant is deferred.
- 5.9.2 Contractor shall review deferrals when the deferral period expires, but no less often than every three (3) months. The Cal-Learn Contract Case Manager shall send a deferral recommendation and supporting documentation to the GAIN Services Worker for approval, which is consistent with State regulations and County Cal-Learn Policies and Procedures.

5.10 Exemptions

Cal-Learn services shall not be provided to teens exempted from Cal-Learn. For Exempt Participants, Contractor shall review the exemption reason when it expires and no less than every six (6) months. County shall provide a Cal-Learn Exemption Expiration Report. Contractor shall manage the Participant's exemption expiration date and evaluate the appropriateness of action(s) to be taken.

The Cal-Learn Contract Case Manager shall follow applicable Cal-Learn Policies and Procedures in recommending an exemption and send an exemption recommendation and supporting documentation to the GAIN Services Worker for approval.

5.11 Referrals

Contractor shall provide referrals to appropriate community services needed to assist the teen parent to continue in or return to school.

5.11.1 Welfare Fraud Investigation Referrals

Contractor shall initiate a fraud referral to the GAIN Services Worker if the Cal-Learn Participant, the Cal-Learn Participant in collusion with a service provider, or any family member of the Participant is suspected of committing welfare fraud. Initial reports/referrals may be verbal or in

writing. When making a verbal report, Contractor shall ensure that a written referral is submitted within three (3) workdays of the initial report.

The Contractor shall notify the GAIN Services Worker when an overpayment is discovered on a Cal-Learn case.

5.11.2 Child/Elder Abuse Investigation Referrals

Contractor shall report suspected elder abuse or child abuse per existing DPSS procedures. Initial reports may be verbal or in writing. Verbal reporting of suspected elder or child abuse must be done within one (1) business day. When making a verbal report, Contractor shall ensure that a written report is submitted within three (3) workdays of the initial report.

5.12 Cal-Learn Exits

5.12.1 Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in assessing Cal-Learn eligibility. When the Participant no longer qualifies, Contractor shall take appropriate action and initiate the closure of the Participant's Cal-Learn component no later than five (5) workdays from the date of notification via the final checklist received from the GAIN Services Worker stating the Participant was ineligible.

5.12.2 Contractor shall ensure the Cal-Learn component closure is effective no later than the last day of the month in which Cal-Learn eligibility stopped. When a Bonus, Sanction, or good cause determination is pending, Contractor may keep the component open until the end of the month, following the month in which the Participant became ineligible. Exception: Cases that are pending a bonus for being accepted/enrolled in a Public Post-Secondary/College/Vocational Training may remain in the Contractors caseload until the teen provides verification of acceptance/enrollment for a period of 90 days. An extension may be approved for an additional 30 days, but total must not exceed 120 days. Extension must be submitted to Cal-Learn Program staff for approval, at least 10 business days prior to the 90 day end date. Cal-Learn Program must provide a response approving or denying the extension within five business days from the date of the request. If verification is not provided by the client at the end of the 120 days, the component must be closed and a bonus will not be issued to the teen. To the extent possible, County shall notify Contractor on cases that are to be closed in a specific month at least five (5) working days prior to the end of that month. Information shall be retained and documented in Participant's case file.

5.12.3 Contractor shall not be paid beyond the month in which written notification is received from County that the Cal-Learn Participant is no longer eligible. Contractor may not be eligible for payment for any cases where a Contractor-caused delay occurs in closing a component.

5.13 Inter-County Transfers (ICT)

- 5.13.1 For cases being **transferred in** from other counties in California, Contractor shall provide appropriate Case Management services and referrals for Supportive Services effective the date the CL 15, Notification of Inter-County Transfer, or the CL 16 Notification of Inter-County Transfer Summary is received and date-stamped by the County. The County shall provide the date-stamped CL15 or CL 16 to the Contractor within three (3) workdays of its receipt.
- 5.13.2 Contractor shall assign ICT cases to Cal-Learn Case Managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties.
- 5.13.3 Contractor shall forward CL 16 to County within three (3) workdays of receipt and shall maintain effective controls to ensure proper invoicing of ICT cases. Contractor may request payment for these cases effective the Service Month in which the case was transferred in and processed by County. In addition, Contractor shall ensure that previously invoiced ICT cases are not counted as new cases in subsequent invoices once the case is added as new via GEARS/LRS.
- 5.13.3 For cases being **transferred out** to other counties in California, the Contractor shall notify the GAIN Deputy Administrator, and initiate Cal-Learn Exit procedures within three (3) workdays of receiving notification of a Participant's move to another county.

5.14 Inter-Agency Transfers

Contractor shall maintain effective controls to track cases being transferred into and out of Contractor's caseload.

- 5.14.1 Contractor shall transfer those cases in which the Participant has moved to another service area within Los Angeles County per established County procedures. For outgoing cases, Contractor shall within five (5) work days of receiving County notification or upon the Contractor receiving verification that a Participant has moved verify Participant's change of address, confirm the new address service area, transfer the Cal-Learn case, notify the new provider per established procedures, and transfer the case electronically in GEARS/LRS, per established COUNTY procedures.
- 5.14.2 For incoming cases, Contractor, acting as the receiving agency, shall, within five (5) work days of request, provide the information to GAIN staff as necessary to complete the transfer. Should County affect Contractor's ability to transfer a case in a timely manner, Contractor shall complete the transfer as soon as possible.

5.14.3 In the event that a Cal-Learn Participant requires immediate services while a case is in the process of being transferred, Contractor shall remain responsible for providing services until GEARS/LRS is updated and reflects a new Cal-Learn service provider as the responsible provider.

5.14.4 For incoming cases, Contractor shall, upon receiving GEARS/LRS notification of transfer, assume responsibility for the Cal-Learn case and assign it within four (4) workdays to a case manager.

5.14.5 Contractor shall ensure proper invoicing on all outgoing and incoming Inter-Agency Transfers, as Contractor shall no longer be eligible for payment in the Service Month in which the case was transferred out, but will be eligible for payment in the Service Month in which it received case transfers.

5.15 Co-Location at County Sites

Contractor may utilize County designated premises only for the purpose of soliciting

Cal-Learn Participants for the Cal-Learn Program. While in County facilities, Contractors must wear proper identifications. It is expressly understood that this Contract does not constitute the conveyance by County to Contractor of any estate or interest in real property.

5.15.1 Contractor shall, at all County sites:

5.15.1.1 Abide by the County's rules and regulations as described in Contract Section 9.0, Unique Terms and Conditions, Subsection 9.8, Rules and Regulations.

5.15.1.2 Keep the occupied area in a clear and sanitary manner.

5.15.1.3 Assume the risk of loss, damage, or destruction due to theft, fire, and casualty of any and all personal property belonging to Contractor that is installed or placed within the area occupied.

5.15.1.4 Repair any and all damage beyond normal wear and tear to County property arising out of the conduct of Contractor activities on the premises.

5.15.1.5 Upon termination of this Contract, restore the area occupied to the condition that existed prior to the commencement of the activities authorized by County, other than for ordinary wear and tear and damage or destruction from forces beyond the control of Contractor.

5.15.1.6 Permit County staff to enter the area occupied at any time for the purpose of determining whether the Contractor's activities

are being conducted in compliance with the terms of this Contract, or for any other purpose incidental to the performance of the duties required of the County.

- 5.15.1.7 Conduct outreach activities at local Department of Public Social Services district offices. County shall provide a table and chair to Contractor, to conduct outreach activities.

5.15.2 Alterations and Improvements to Facilities

- 5.15.2.1 Contractor shall make no alterations or improvements to the premises furnished other than for the installation and placement therein of personal property required for said activities without the prior written consent of County. Alterations or improvements may need to be competitively bid after approval of plans and specifications by the Board of Supervisors, all in accordance with appropriate statutes and ordinances.
- 5.15.2.2 All personal property furnished by the Contractor, including personal property installed or placed on the premises, shall be removed by the Contract's termination date. In the event of its failure to do so, title thereto shall vest in County. All alterations, additions, or betterments to the premises furnished by the Contractor shall remain the property of the County upon termination of this Contract.

5.16 Administrative Tasks

Contractor shall provide all administrative services necessary to perform the contract requirements specified in this contract as follows:

- 5.16.1 Contractor shall ensure that a Contractor Employee Acknowledgement and Confidentiality Agreement, as illustrated in Exhibit G-1, is signed and a copy is on file for each employee prior to his/her commencing work under this Contract.
- 5.16.2 Contractor shall investigate all affirmative action or civil rights complaints, with documentation of the investigations maintained in Contractor's records.
- 5.16.3 Contractor shall revise internal procedures as required by County to comply with program changes as well as systems and regulation changes.
- 5.16.4 Contractor shall provide in-house staff training and maintain a log to ensure the following requirements are met. Contractor shall update training as necessary to ensure staff understanding of all current and updated regulations, laws, systems and procedures as follows:

- 5.16.4.1 All Contractor's contract staff must be consistently sensitive, understanding, and use sound judgment in recognizing the rights and needs of Participants.
- 5.16.4.2 Contractor's staff is trained in sensitivity to language and cultural differences, and has and will work with Participants to address language and cultural barriers to education that Participants may demonstrate.
- 5.16.4.3 All Contractor's staff understand and correctly apply all provisions of the County Cal-Learn Plan, State Cal-Learn Regulations, County requirements, Participants' civil rights requirements, confidentiality requirements and welfare fraud and child/elder abuse reporting requirements.
- 5.16.4.4 Methods are employed to identify and mitigate in a timely manner problems experienced by staff in coping with job stress, workload pressures, and interaction with program Participants.
- 5.16.5 Contractor shall create and maintain Cal-Learn case files. The use of manila folders will be sufficient for this purpose.
 - 5.16.5.1 A file shall be maintained for each Cal-Learn Participant and shall include, but not be limited to:
 - 5.16.5.1.1 Cal-Learn Participant's Name and Address;
 - 5.16.5.1.2 CalWORKs Payee Name and Case Number;
 - 5.16.5.1.3 Copies of Notices, and Checklists from GSW;
 - 5.16.5.1.4 Cal-Learn Participant's Case Plan;
 - 5.16.5.1.5 All Report Cards and/or Progress Reports;
 - 5.16.5.1.6 Documentation of all contact with school officials;
 - 5.16.5.1.7 Verification of Deferrals and Exemptions, and all Recommendations for Bonuses and Sanctions;
 - 5.16.5.1.8 Document case file to substantiate all contact with the Participant, for cause determinations, and for all recommendations made to the GAIN Services Worker;
 - 5.16.5.1.9 Document Supportive Services needs/Referrals;
 - 5.16.5.1.10 Document all Complaints.

- 5.16.5.2 A security system shall be maintained by Contractor to protect the confidentiality of the files.
- 5.16.5.3 Retain files as required in Record Retention and Inspection/Audit Settlement, Contract Section 8.0, Standard Terms and Conditions, Subsection 8.39.
- 5.16.6 Contract staff at each site shall be available to discuss Participant's progress records with County between the hours of 8:00 a.m. and 5:00 p.m.
- 5.16.7 Contractor's Contract Manager or designee shall attend meetings and provide Participant progress records and other documentation as requested by County. County shall provide five (5) days' notice of scheduled meetings.
- 5.16.8 Contractor shall maintain a supply of the Complaint of Discriminatory Treatment Form - PA 607, Technical Exhibit 5, as referenced in the Statement of Work, Subsection 3.2, Materials.
- 5.16.9 Contractor shall be available to consult with County as needed in the event compliance procedures are initiated. Contractor shall also provide records, documents and written statements for State hearing, compliance, and grievance processes, when requested by County, within five (5) work days of a telephone call or written notice from the County.

5.17 Reporting Tasks

- 5.17.1 Contractor shall send a monthly invoice to the CCA. The Invoice is due by the fifteenth (15th) calendar day of the month following the report month (month in which Contractor provided Services to the Participant). Contractor will use data from GEARS/LRS reports to reconcile with its own records, where applicable.
- 5.17.2 Contractor shall submit to the CCPM, with a copy to the CCA, by the 15th calendar day of each month a Monthly Management Report (MMR) of the Contractor's activities performed during the report month, with detail and formats as required by the County (Technical Exhibit 6). The County shall have the discretion to call a meeting to clarify contents of the MMR.
- 5.17.3 Supporting documentation should be submitted to the CCA by the fifteenth (15) calendar day following the end of the service month. The County shall have the discretion to call a meeting to clarify the supporting documentation.
- 5.17.4 Contractor shall provide the CCPM on a semi-annual basis:

5.17.4.1 Summaries of Participant success stories, due on April 15th and October 15th of each year.

5.17.4.2 Narratives of types of services provided in-house and through Contractor's network of service providers, due on April 15th and October 15th of each year.

5.17.5 Contractor shall complete and provide other ad hoc reports as required by County.

6.0 PERFORMANCE OUTCOME MEASURES

6.1 Contractor shall meet the following performance outcomes:

- a. At least 80% of all newly enrolled Participants shall complete Cal-Learn orientation, excluding erroneously referred Participants. (See 2.41 for population that will be excluded from the rate.)
- b. At least 80% of all Cal-Learn enrolled Participants who attended and completed Cal-Learn orientation will be enrolled in high school or an equivalent program. (See 2.42 for population that will be excluded from the rate.)
- c. 100% of all Cal-Learn enrolled Participants who are in school shall provide Report Cards, excluding the first Report Card generated by GEARS/LRS after the Cal-Learn Program's 90-day Participant Period. (See 2.43 for population that will be excluded from the rate.)
- d. 100% of all Cal-Learn Participants who are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the eleventh grade, are not in their 90-day Participant Period and have not been exited due to loss of CalWORKs eligibility shall complete their high school education while in the Cal-Learn Program. (See 2.44 and Technical Exhibit 7 for population that will be excluded from the rate.)
- e. 50% of all Cal-Learn Participants that are enrolled in a program leading to a high school diploma, GED or equivalent, have completed the 11th grade or above shall be accepted and enrolled in Public Post-Secondary/College/Vocational Training. The initial rate will be reviewed and the baseline will be established after the first year of this Contract. (See 2.45 for population that will be excluded from the rate.)

NOTE: Teens that are in a grade lower than the 11th grade shall also be included in the numerator and denominator if they enroll in a Public Post/Secondary/College/Vocational Training during the review period.

- 6.2 Contractor shall abide by all standards and expectations contained in this Contract. In addition, the Contract includes four Performance Outcome Measures, as defined in this Statement of Work, Subsection 6.0, Subsection 6.1.
- 6.3 In assessing financial bonuses and deductions to Contractor, the following evaluation periods shall be used for the listed Performance Outcome Measures:
- 6.3.1 County shall evaluate Contractor performance every six months based on Orientation Completion, Report Card Submission and School Enrollment.
- 6.3.2 County shall evaluate Contractor performance based on its Graduation Rate and Acceptance and Enrollment to Public Post-Secondary/College/Vocational Training during the annual evaluation period of the Contract.
- 6.3.3 Should the Contractor merit bonuses or deductions based on its performance in the areas mentioned above, they will be assessed once during the Contract Year.
- 6.4 During any of the aforementioned monitoring periods, should Contractor meets all four Performance Outcome Measures' standard listed in Subsection 6.1, a-d, Technical Exhibit 2, Performance Requirements Summary Chart, Contractor shall be eligible for a payment bonus of \$100 in each of the Performance Outcome Measures.
- 6.5 During any of the aforementioned monitoring periods, should Contractor performance in all four Performance Outcome Measures listed in Subsection 6.1, a-d and Technical Exhibit 2, Performance Requirements Summary Chart, fall below the Measures' AQL, Contractor shall receive a payment deduction of \$100 for each Performance Outcome Measure.
- 6.6 GEARS/LRS data or DPSS produced reports shall be utilized in determining Contractor performance on Performance Outcome Measures.
- 6.7 Should rates in any of the Performance Outcome Measures exceed or fall below the standards, County at its discretion shall meet with Contractor to evaluate the appropriateness of the standards and/or methodology in arriving at the standard. County shall retain sole discretion in making a determination on the appropriateness of the standards based on Contractor input. County, at its sole discretion, reserves the right to waive bonuses/deductions should resulting Performance Outcome Measures appear discrepant.
- 6.8 County shall provide to Contractor copies of all monitoring reports and appropriate supporting data, which may include data files that support Contractor performance rates. County reserves the right to determine the appropriateness of providing supporting data.

7.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control (QC) Plan to assure County a consistently high level of service throughout the term of this Contract. The QC Plan, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date, with revisions submitted within five days from when changes to the Plan are made. Contractor shall maintain Quality Control review records and provides these to the County upon request. The Plan shall include, but not be limited to, the following:

- 7.1 Method for assuring that professional staff rendering services under the Contract have necessary expertise in education, training, social and health services that may be needed by Cal-Learn Participants.
- 7.2 Method and frequency of monitoring to ensure that Contract requirements are being met;
- 7.3 Method for monitoring and evaluating work performed;
- 7.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 7.5 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the County upon request;
- 7.6 Method for maintaining accurate case records and ensuring compliance with Federal, State and County program requirements;
- 7.7 Method of tracking workload activity and ensure management information systems and tracking procedures reflect information reported to the County via invoices, reports and the County's GEARS system;
- 7.8 Method for providing continuing services to the County in the event of a strike of the Contractor's or subcontractor's employees;
- 7.9 Method for ensuring that all Contractor reports provide acceptable data as required by this Contract;
- 7.10 Method for surveying Participants on a regular basis to obtain feedback on services; and
- 7.11 Monitoring methods to be used, such as:
 - 7.11.1 Random sampling;
 - 7.11.2 100% review;

7.11.3 Participant complaints;

7.11.4 Participant surveys; and/or

7.11.5 Information, reports or data that may be provided by County.

8.0 MONITORING

8.1 County shall monitor Contractor's performance under this Contract at least on a semi-annual basis, using the quality assurance procedures as defined in this Contract. (Reference: Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan, and Exhibit A, Statement of Work, Technical Exhibit 1, Section 3.0, Quality Assurance).

8.2 Performance Evaluation Meetings shall be held jointly by County and the Contractor's Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (CDR) is issued and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.

8.2.1 The minutes of any Performance Evaluation meeting shall be prepared by the CCA. Should the Contractor's Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contractor's Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the County Contract Director will be final.

8.2.2 Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.0 Introduction

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

A listing of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the Contract and Statement of Work. In addition, the PRS is not meant to be a conclusive list of all monitored items. The County will monitor for the entire provisions in the Contract. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for penalties.

The County expects a high standard of Contractor performance for the required service. The County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

2.0 Performance Requirements Summary Chart

The Performance Requirements Summary Chart follows the PRS as Technical Exhibit 2 and provides the following:

- 2.1 Lists the Specific Performance Reference (Column 1 of Chart).
- 2.2 Provides the performance Indicators used to determine that the Standards have been met (Column 2 of Chart).
- 2.3 Defines the Standard(s) of performance for each required service (Column 3 of Chart).
- 2.4 Acceptable Quality Level (AQL) the minimum performance percent that can be accepted and still meets the Contract for satisfactory performance (Column 4 of Chart).
- 2.5 Shows the monitoring methods that shall be used when monitoring each required service (Column 5 of Chart).

- 2.6 Action Required/Fiscal Deductions for not meeting the minimum AQL for each listed required service (Column 6 of Chart).

3.0 Quality Assurance

Contractor performance will be compared to the Contract standards and Acceptable Quality Levels (AQLs) using the County's Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection/monitoring methods to evaluate the Contractor's performance, including, but not limited to:

- 3.1 Review of Contractor's:
- Reports
 - Records
 - Files
 - Quality Control Plan
 - Budget
 - Invoice(s)
- 3.2 User Complaints;
- 3.3 Random Sampling (which is a standardized method for monitoring product output quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection);
- 3.4 On-site visits;
- 3.5 Case Reviews;
- 3.6 Reports provided by the Information and Statistical Services (ISS) Section;
- 3.7 GEARS/LEADER Replacement System (LRS) reports;
- 3.8 GEARS/LRS records/screens.

4.0 Contract Discrepancy Report (CDR)

Performance of a listed service is considered acceptable when the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the Contractor may be required to respond to a Contract Discrepancy Report (CDR) as follows:

- 4.1 Verbal notification of a contract discrepancy will be made by County to the Contractor's Contract Manager or designee, whenever a contract discrepancy is identified. The problem shall be immediately resolved by the Contractor's Contract Manager. The CCA will determine whether a CDR (Technical Exhibit 3) will be issued.
- 4.2 If a CDR is issued, it will be sent to the Contractor's Contract Manager or designee.

- 4.3 Upon receipt of a CDR, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 4.4 A plan presenting a program for immediate corrective action of all failures, including a time table for correction of all discrepancies identified in the CDR shall be submitted to the CCA within ten (10) business days of receipt of CDR.
- 4.5 At the discretion of the CCA, a meeting shall be held within ten (10) business days of receipt of the CDR, as mutually agreed, to discuss the problems presented in the CDR.
- 4.6 The CCA will evaluate the Contractor's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the Contractor's control and without fault or negligence by Contractor, the CCA may decline to deem it an unsatisfactory performance for the month.

5.0 Criteria for Acceptable or Unacceptable Performance

- 5.1 Contractor's unsatisfactory performance shall be determined by the number of defects that are found.
- 5.2 A sample may be selected at random so that it will be representative of the entire population. The sample will be compared to the standard and conclusions will be made about the Contractor performance for the whole group. The random sampling plan includes the following information:
 - 5.2.1 Acceptable Quality Level (AQL) - The minimum performance percent that can be accepted and still meet the Contract for satisfactory performance.
 - 5.2.2 Lot Size - the total number of unit or services to be provided;
 - 5.2.3 Sample Size - the number of units to be checked in a given time period; and
 - 5.2.4 Acceptance/Rejection Numbers - the numbers that indicate whether the lot is acceptable or unacceptable.
- 5.3 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.
- 5.4 When services are determined to be unsatisfactorily performed in the time stipulated, County may require the service be properly performed prior to the next scheduled performance review.

6.0 Remedy of Defects

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, Contractor must, within a period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

7.0 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of this contract, the County shall have the option to apply the following non-performance remedies:

- 7.1 Require Contractor to implement a formal Corrective Action Plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 7.2 Reduce payment to Contractor by a computed amount based on the liquidated damages in the PRS Chart.
- 7.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 7.4 Failure of Contractor to comply with or satisfy the County's request(s) for improvement of performance or to perform the neglected work specified within ten business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be offset against Contractor's future invoice. This section does not preclude the County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided for in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.43, Termination for Convenience of the County.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract Section 9.0, Unique Terms and Conditions, Subsection 9.2, Child/Elder Abuse/Fraud Reporting and Exhibit A, Statement of Work, Section 5.0, Specific Tasks	Instances of abuse reported.	Instances of abuse reported verbally within one (1) business day.	100%	User complaint and/or on-site investigation. Review of records.	\$250 per day late
Contract Section 9.0, Unique Terms and Conditions, Subsection 9.2, Child/Elder Abuse/Fraud Reporting and Exhibit A, Statement of Work, Section 5.0, Specific Tasks	Instances of abuse reported.	Written report is submitted within three (3) business days of the initial report.	100%	Review of records.	\$250 per day late

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 4.0, Contractor Responsibilities, Subsection 4.3, Materials	Notices posted.	Notices posted in Contractor facilities and easily accessible to employees.	100%	On site visit	\$250 per incident.
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.5, Complaints, and Exhibit A, Statement of Work, Section 4.7, Complaint Resolution Procedures	Contractor follows procedures to receive, investigate and respond to user complaints.	Submits, within 15 business days of contract effective date, policy on handling complaints.	95%	Review of records.	\$250 per incident in failing to report a complaint on a specified period.
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.5, Complaints, and Exhibit A, Statement of Work, Section 4.7, Complaint Resolution Procedures	Contractor follows procedures to receive, investigate and respond to user complaints.	Submits updates/changes to plans within 5 business days	95%	Review of records.	\$250 per incident in failing to report a complaint on a specified period.
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.5, Complaints, and Exhibit A, Statement of Work, Section 4.7, Complaint Resolution Procedures	Contractor follows procedures to receive, investigate and respond to user complaints.	Notifies CCA of status of investigations within 5 days of receiving complaints.	95%	Review of records.	\$250 per incident in failing to report a complaint on a specified period.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.5, Complaints, and Exhibit A, Statement of Work, Section 4.8, Civil Rights Complaint Procedures.	Contractor follows procedures to receive, investigate and respond to user complaints.	Provides copies of written responses to CCA within 3 business days of mailing to complainant.	95%	Review of records.	\$250 per incident in failing to report a complaint on a specified period.
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.5, Complaints, and Exhibit A, Statement of Work, Section 4.8, Civil Rights Complaint Procedures.	Contractor follows procedures to receive, investigate and respond to user complaints.	For civil rights complaints, provides and assists the Participant with completing the necessary civil rights complaint form and forwards it correctly and timely.	95%	On-site visits, user complaints or random sample.	\$250 per incident in failing to report a complaint on a specified period.
Contract Section 7.0, Administration of Contract- Contractor, Subsection 7.5, Confidentiality.	Contractor, Contractor Employee and Non-Employee Acknowledgment & Confidentiality Agreements signed by the Contractor, employee and non-employee.	Copies of the Acknowledgement and Confidentiality Agreements in Contractor files.	100%	Random sample user complaint. Review of records.	\$500 per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract Section 7.0, Administration of Contract- Contractor, Subsection 7.5, Confidentiality.	Contractor, Contractor Employee and Non-Employee Acknowledgment & Confidentiality Agreements signed by the Contractor, employee and non-employee.	Contractor ensures no unauthorized release of information.	100%	Random sample user complaint. Review of records.	\$500 per incident.
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.11, Consideration to Hire GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Upon CCA request, provide a list of GAIN/GROW participants interviewed/hired by Contractor.	100%	Periodic review of records.	\$250 for each failure to comply with CCA requests.
Contract Section 8.0, Standard Terms and Conditions, Subsection 8.11, Consideration to Hire GAIN/GROW Participants.	Active efforts to comply with Attestation of Willingness to Consider GAIN/GROW participants.	Contractor shall provide a contact for County to refer GAIN/GROW participants.	100%	Periodic review of records.	\$250 for each failure to comply with CCA requests.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract Section 7.0, Administration of Contract- Contractor, Subsection 7.2, Approval of Contractor's Staff, and Exhibit A, Statement of Work, Sections 4.0, Contractor Responsibilities, Subsection and 4.1 Personnel.	Contractor Staffing Qualifications.	Contractor staff possesses the needed training, background and meet the AFLP guidelines to provide Cal-Learn Case Management Services.	100%	On-site review of Contractor's records.	\$500 per incident.
Contract Section 7.0, Administration of Contract- Contractor, Subsection 7.2, Approval of Contractor's Staff, and Exhibit A, Statement of Work, Sections 4.0, Contractor Responsibilities, Subsection and 4.1 Personnel.	Bilingual Certification Process.	Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s).	100%	On-site review of Contractor's records.	\$500 per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract Section 7.0, Administration of Contract - Contractor, Subsection 7.4, Background and Security Investigations, and Exhibit A, Statement of Work, Section 4.0 Contractor Responsibilities, Subsection 4.1 Personnel.	Background and Security Investigations	Conduct criminal background checks to ensure all Contractor employees meet County hiring guidelines relating to criminal convictions.	100%	On-site review of Contractor's criminal clearance records.	\$500 per incident.
Contract Section 7.0, Administration of Contract- Contractor, Subsection 7.1, Contractor's Contract Manager	Provide at Contract start-up, the name and address of Contractor's Contract Manager and Alternate.	Provide CCA the Contractor's Contract Manager and Alternate's name and address in writing at Contract start-up and at any time thereafter of any changes.	100%	Notification by U.S. mail, or e-mail	\$250 per day for late notification.
Exhibit A, Statement of Work, Section 7.0, Quality Control (QC).	Contractor provides QC Plan and any subsequent revisions upon CCA request.	QC Plan received by CCA on Contract start date. Revised QC Plans submitted to CCA within 5 days from when changes to the Plan are made.	100%	Review of plan and revised plans.	\$250 per day late. \$100 per item deficient.
Exhibit A, Statement of Work, Section 7.0, Quality Control (QC).	Contractor maintains QC review records and provides upon CCA request.	File of QC review records properly maintained.	95%	Periodic review of records	\$250 per incident.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 4.0, Contractor's Responsibilities, Subsection 4.1 Personnel.	Contractor Staffing Levels.	Maintains sufficient staffing to provide services. For any staffing change, Contractor shall notify CCA within five business days of any staffing change, amend Exhibit B, Contractor's Budget and Employee Benefits, and submit a new Exhibit B to the CCA.	100%	Review of Contractor's Budget and on-site review of Contractor's records.	\$500 per incident.
Exhibit A, Statement of Work, Section 5.0 Specific Tasks, Subsection 5.4, Cal-Learn Orientation	Orientation of Cal-Learn participants	Orientation shall be scheduled within twenty (20) workdays of enrollment	95%	Semi-annual review of BIDW's data on completion of orientation of all those scheduled for orientation.	\$250 per incident
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.5, – Case Management	Case Plan and Cal-Learn Plan review	Contractor shall develop a comprehensive case plan for each Cal-Learn Participant within sixty (60) work days of the completed Cal-Learn orientation appointment.	95%	Random sampling of Participant's records.	\$100 for each percentage point of not meeting the AQL.
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.5, – Case Management	Case Plan and Cal-Learn Plan review	Contractor shall update the case plan at least once every quarter.	95%	Random sampling of Participant's records.	\$100 for each percentage point of not meeting the AQL

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.5, – Case Management	Case Plan and Cal-Learn Plan review	Contractor shall monitor each Cal-Learn Participant's progress monthly.	95%	Random sampling of Participant's records.	\$100 for each percentage point of not meeting the AQL
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.6, Supportive Services	Supportive Services needs are evaluated and documented.	Contractor shall identify and evaluate unmet needs for child care, transportation, and other services needed to attend school full-time.	97%	Site visits and review of randomly selected Participant cases.	\$500 per percentage point of not meeting the AQL.
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.6, Supportive Services	Supportive Services needs are evaluated and documented.	Contractor shall document a Participant's supportive service needs and forward payment information to the GSW.	97%	Site visits and review of randomly selected Participant cases.	\$500 per percentage point of not meeting the AQL.
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.6, Supportive Services	Supportive Services needs are evaluated and documented.	Contractor shall report overpayments and underpayments to the GSW within 5 workdays after date of discovery.	97%	Site visits and review of randomly selected Participant cases.	\$500 per percentage point of not meeting the AQL.
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.6, Supportive Services	Supportive Services needs are evaluated and documented.	Contractor shall maintain documentation of supportive services requests in the Cal-Learn case record.	97%	Site visits and review of randomly selected Participant cases.	\$500 per percentage point of not meeting the AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 2.0, Definition, Section 5.0, Specific Tasks, and Section 6.0 Performance Outcome Measures	Newly enrolled Cal-Learn Participants that have attended Cal-Learn Orientation.	At minimum, 80% of all newly enrolled Participants complete Cal-Learn orientation.	80%	Semi-annual review of Business Intelligence and Data Warehouse (BIDW)'s data and MMR data on Cal-Learn participants	<p>\$100 bonus for each performance measure when Contractor meets all four of the standard performance measures, listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p> <p>\$100 deduction for each performance measure when Contractor fails to meet all of the performance measures' AQL listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p>
Exhibit A, Statement of Work, Section 2.0, Definition, Section 5.0, Specific Tasks, and Section 6.0 Performance Outcome Measures	School enrollment for all teens that have completed Cal-Learn orientation.	At a minimum, 80% of all Cal-Learn Participants who attended and completed orientation will enroll in high school or equivalent program.	80%	Semi-annual review of Business Intelligence and Data Warehouse (BIDW)'s data and MMR data on Cal-Learn participants	<p>\$100 bonus for each performance measure when Contractor meets all four of the standard performance measures, listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p> <p>\$100 deduction for each performance measure when Contractor fails to meet all of the performance measures' AQL listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p>

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 2.0, Definition, Section 5.0, Specific Tasks, and Section 6.0 Performance Outcome Measures	Report Cards received	100% of all Cal-Learn Participants enrolled in high school or an equivalent program provide Report Cards.	100%	Semi-annual review of Business Intelligence and Data Warehouse (BIDW)'s data and MMR data on Cal-Learn participants	<p>\$100 bonus for each performance measure when Contractor meets all four of the standard performance measures, listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p> <p>\$100 deduction for each performance measure when Contractor fails to meet all of the performance measures' AQL listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p>
Exhibit A, Statement of Work, Section 2.0, Definition, Section 5.0, Specific Tasks, and Section 6.0 Performance Outcome Measures	High school completion	100% of all Cal-Learn Participants that are enrolled in a program, have completed the 11 th grade and have not been exited due to loss of CalWORKs eligibility will complete their high school education.	90%	Annual review of Business Intelligence and Data Warehouse (BIDW)'s data and MMR data on Cal-Learn participants	<p>\$100 bonus for each performance measure when Contractor meets all four of the standard performance measures, listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p> <p>\$100 deduction for each performance measure when Contractor fails to meet all of the performance measures' AQL listed in SOW, Section 6.0, Subsection 6.1, a-d, subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p>

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 2.0, Definition, Section 5.0, Specific Tasks, and Section 6.0 Performance Outcome Measures	Acceptance and enrollment in Public Post-Secondary/College/Vocational Training (i.e., Community or University, etc.) prior to exiting the Cal-Learn Program.	At a minimum, 50% of all Cal-Learn participants who are 11 th grade or above, and have been accepted and enrolled in Public Post-Secondary/College/Vocational Training.	40%	Annual review of Business Intelligence and Data Warehouse (BIDW)'s data and MMR data on Cal-Learn participants	<p>\$100 bonus when Contractor meets 60% or above the performance measure subject to provisions in Exhibit A, Statement of Work, Section 6.0.</p> <p>\$100 deduction when Contractor fails to meet the performance measure 40% or below, subject to provisions in Exhibit A, Statement of Work, Section 6.0. (Note: The initial rate will be reviewed and the baseline will be established after the first year of this Contract. There will be no incentives and deductions during the first year of review).</p>
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.7	Report Card Schedule	The Report Card schedule shall be developed within thirty calendar days of the Participant's Cal-Learn Enrollment	95%	Review of cases/records.	\$250 of not meeting the AQL.
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.8, Good Cause Determinations	Good Cause Determinations	Contractor reviews and provides a recommendation regarding a Sanction, with supporting documentation to the GSW.	97%	User complaints or random sample.	\$250 for not meeting AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 5.0, Specific Tasks, Subsection 5.8, Good Cause Determinations	Good Cause Determinations	Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in making a good cause recommendation.	97%	User complaints or random sample.	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Section 5.9 Deferrals	Deferrals	Contractor shall send a deferral recommendation and supporting documentation to the GSW for approval.	95%	Case Review, GEARS/LRS Screen, and GEARS/LRS Reports.	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Sections 5.9, Deferrals	Deferrals	Contractor shall review deferral when the deferral period expires, but not less often than every three (3) months.	95%	Case Review, GEARS/LRS Screen, and GEARS/LRS Reports.	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Section 5.10, Exemptions	Exemptions	Contractor shall review exemptions when exemption period expires, but not less often than every six (6) months.	95%	Case Review, GEARS/LRS Screen, GEARS/LRS Reports, and supporting documents	\$250 for not meeting AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Section 5.11 - Referrals	Referrals to the appropriate community services.	Contractor provides referrals to appropriate community services agencies to assist Participants to continue in or return to school.	100%	Random sample or user complaints.	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Section 5.11, Referrals	Referrals for Welfare Fraud investigation	Contractor shall initiate a fraud referral to GSW for suspected Welfare Fraud. Initial reports/referrals may be in writing. A verbal report is followed up with a written report within three work days of the initial report.	100%	Random sample or user complaints.	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Section 5.12, Cal-Learn Exits	Cal-Learn Exits	Contractor shall apply State regulations and County Cal-Learn Policies and Procedures in assessing termination of Cal-Learn eligibility.	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Section 5.12, Cal-Learn Exits	Cal-Learn Exits	Contractor shall initiate closure of Participant's Cal-Learn component no later than five (5) workdays from the notification date stating the Participant was ineligible	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, 5.13 - Inter-County Transfers (ICT)	Inter-County Transfers	Contractor shall assign ICT cases to Cal-Learn Case Managers within four (4) work days of receipt of CL 15 or CL 16 when cases are being transferred in from other counties.	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.
Exhibit A, Statement of Work, 5.13 - Inter-County Transfers (ICT)	Inter-County Transfers	Contractor shall forward CL 16 to County within three (3) workdays of receipt.	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.
Exhibit A, Statement of Work, 5.13 - Inter-County Transfers (ICT)	Inter-County Transfers	Contractor shall notify the GAIN Deputy Administrator, and initiate Cal-Learn exit procedures within three (3) workdays of receiving notification of a Participant's move to another County.	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, Subsections 5.14.1 through 5.14.4 - Inter-Agency Transfers	Inter-Agency Transfers	For outgoing cases, Contractor shall, within 5 workdays of receiving County notification or upon the Contractor receiving verification that a Participant has moved, verify and confirm Participant's new address, transfer case, notify new provider and transfer case electronically in GEARS/LRS.	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.
Exhibit A, Statement of Work, Subsections 5.14.1 through 5.14.4 - Inter-Agency Transfers	Inter-Agency Transfers	For incoming cases, Contractor shall, within 5 days of request, provide information to complete the transfer.	97%	Case review, GEARS/LRS Reports and GEARS/LRS Screens	\$250 for not meeting AQL.
Exhibit A, Statement of Work, 5.16 - Administrative Tasks	Administrative Tasks	Contractor shall ensure Exhibit G-1 is signed and a copy is on file for each employee prior to commencing work under this Contract.	95%	On-Site review, user complaints or random sample.	\$100 per incident of non-compliance.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Exhibit A, Statement of Work, 5.16 - Administrative Tasks	Administrative Tasks	Investigate all affirmative action or civil rights complaints with documentation maintained in Contractor's records.	95%	On-Site review, user complaints or random sample.	\$100 per incident of non-compliance.
Exhibit A, Statement of Work, 5.16 - Administrative Tasks	Administrative Tasks	Revise internal procedures as required by County to comply with program/system /regulation changes.	95%	On-Site review, user complaints or random sample.	\$100 per incident of non-compliance.
Exhibit A, Statement of Work, 5.16 - Administrative Tasks	Administrative Tasks	Provide in-house staff training for contract staff.	95%	On-Site review, user complaints or random sample.	\$100 per incident of non-compliance.
Exhibit A, Statement of Work, 5.16 - Administrative Tasks	Administrative Tasks	Conduct and submit to CCA (annually or upon demand of County) an inventory of all equipment purchased for this Contract.	95%	On-Site review, user complaints or random sample.	\$100 per incident of non-compliance.

PERFORMANCE REQUIREMENT SUMMARY CHART

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract Section 5.0, Contract Sum, Subsection 5.6, Invoices and Payments	Timely Invoices submitted	Contractor shall submit an accurate Monthly Invoice by the 15 th calendar day following the report month.	100%	Review of invoices, Contract Invoicing System (CIS) and GEARS reports.	\$100 per each day late.
Exhibit A, Statement of Work, 5.17, Reporting Tasks	Reports submitted timely	Contractor shall provide the CCPM by the fifteenth of the month following the semi-annual and annual period of the Contract, summaries of Participant success stories and narratives of the type of services provided	100%	Review supporting documents and GEARS reports.	\$100 per each day late.
Exhibit A, Statement of Work, 5.17, Reporting Tasks	Reports submitted timely	Contractor shall submit ad hoc reports as required by the County.	100%	Review supporting documents and GEARS reports.	\$100 per each day late.
Exhibit A, Statement of Work, 5.17, Reporting Tasks	Reports submitted timely	Contractor shall submit the MMR to the CCPM, with a copy to the CCA, by the 15 th calendar day of each month with details and formats as required by the County.	100%	Review supporting documents and GEARS reports.	\$100 per each day late.

SAMPLE CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned by CONTRACTOR: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA

Date

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager

Date

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA

Date

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

Contract Representative's Signature and Date

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
 CIVIL RIGHTS SECTION
 12860 CROSSROADS PARKWAY SOUTH
 CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, _____, hereby file this complaint of discriminatory treatment
 (Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--|
| <input type="checkbox"/> RACE | <input type="checkbox"/> DISABILITY | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> RELIGION | <input type="checkbox"/> SEX |
| <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> AGE | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> OTHER: _____ |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
 above if you give
 consent.

CONSENT GRANTED – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
 above if you do
 not give consent.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE)

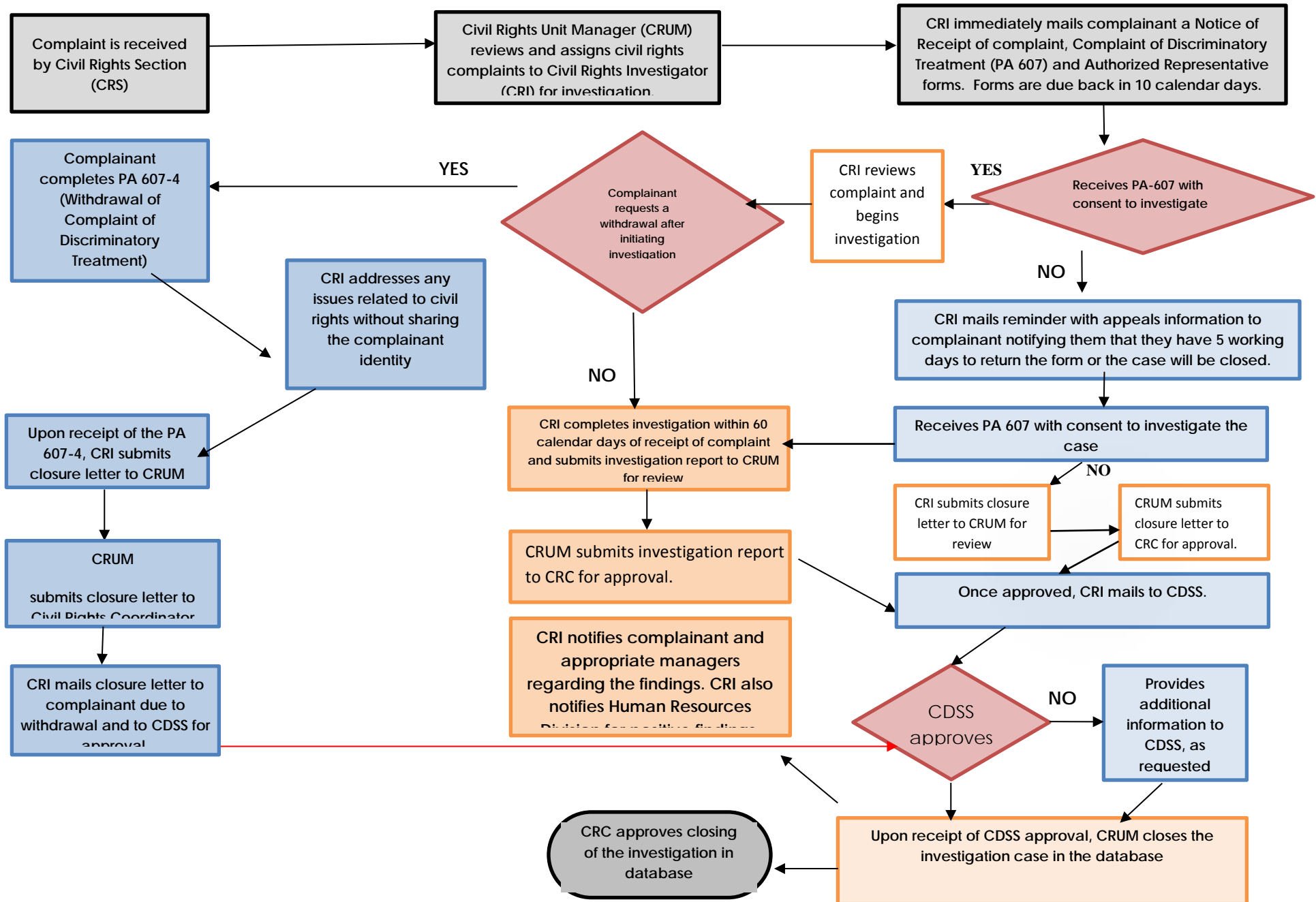
(DATE)

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 06/11)

Department of Public Social Services Civil Rights Complaint Investigation Process



Cal-Learn Monthly Management Report

Monthly Management Report Completion Instructions

Performance Measures Exclusions Reports:

1. Enter Month and Year of Report
2. Enter Agency Name and Name of Person Completing the Report.
3. For each Performance Measure, enter information for each teen that met exclusion(s) during the report month.
4. Place a check mark in the column for each applicable exclusion(s).

Public Post-Secondary/College/Voc Training

1. Report information on all teens who received a letter of acceptance and/or enrolled in Post-Secondary/College/Voc Training during the report month.
2. Enter requested information as appropriate.

Recap Report

1. Enter the total monthly data per measure and exclusion.
2. Add current monthly data to previous month's year to date per measure and exclusion.

Note: MMR must be submitted to the County Contract Program Manager, with a copy to the County Contract Administrator, by the 15th calendar day of each month.

Cal-Learn Monthly Orientation Report

Month/Year: _____

Agency Name: _____

Name of Person Completing Report : _____

PT. Last Name	Pt. First Name	LEADER/LRS #	No Show	New Teen	Existing Teen	Domestic Violence	Mental Health	Substance Use Disorder	Learning Disability	Homeless	Registered in Error	Deferred	Exempt	Good Cause
MONTHLY TOTAL														
YEAR TO DATE TOTAL														

Cal-Learn Monthly School Enrollment Report

Month/Year: _____

Agency Name: _____

Name of Person Completing Report : _____

PT. Last Name	Pt. First Name	LEADER/LRS #	New Teen	Existing Teen	Domestic Violence	Mental Health	Substance Use Disorder	Learning Disability	Homeless	Registered in Error	Deferred	Exempt	Good Cause	Sanctioned
MONTHLY TOTAL														
YEAR TO DATE TOTAL														

Cal-Learn Monthly Report Card Report **Month/Year: _____**

Agency Name: _____

Name of Person Completing Report : _____

PT. Last Name	Pt. First Name	LEADER/LRS #	New Teen	Existing Teen	Domestic Violence	Mental Health	Substance Use Disorder	Learning Disability	Homeless	Registered in Error	Deferred	Exempt	Good Cause	Sanctioned
MONTHLY TOTAL														
YEAR TO DATE TOTAL														

Cal-Learn Monthly Graduation Report

Month/Year: _____

Agency Name: _____

Name of Person Completing Report : _____

PT. Last Name	Pt. First Name	LEADER/LRS #	New Teen	Existing Teen	Domestic Violence	Mental Health	Substance Use Disorder	Learning Disability	Homeless	Registered in Error	Deferred	Exempt	Good Cause	Sanctioned	School Closed	Other Exclusion Approved by Cal-Learn Program*
MONTHLY TOTAL																
YEAR TO DATE TOTAL																

* Add Code per Technical Exhibit 7

Public Post-Secondary/College/Vocational Training Exclusions Report

Month/Year: _____

Agency Name: _____

Name of Person Completing Report : _____

PT. Last Name	Pt. First Name	LEADER/LRS #	New Teen	Existing Teen	Domestic Violence	Mental Health	Substance Use Disorder	Learning Disability	Homeless	Registered in Error	Deferred	Exempt	Good/Cause	Sanctioned	School Closed	Other Exclusion Approved by Cal-Learn Program*
MONTHLY TOTAL																
YEAR TO DATE TOTAL																

* Add Code per Technical Exhibit 7

Cal-Learn Public Post-Secondary/College/Vocational Training Monthly Report **Month/Year: _____**

Agency Name: _____

Name of Person Completing Report : _____

PT. Last Name	Pt. First Name	LEADER/LRS #	New Teen	Existing Teen	Acceptance Letter Received	Proof of Enrollment Received	Enrollment Verification Due Date	Date Exited from Cal-Learn
MONTHLY TOTAL								
YEAR TO DATE TOTAL								

GRADUATION EXCLUSIONS CHART

Number for MMR	Reasons	Good Cause	Deferral up to three months	Exemption over three months and reviewed every three months	No Good Cause/proceed to sanction process
1	Serious Illness, injury, or incapacity that prevents the teen parent from meeting the Cal-Learn Program requirements of enrolling in school and attending full-time.		X	X	
2	Teen expelled from school and cannot enroll in any alternative school; no school in the teen's district will permit the individual to enroll.			X	
3	Supportive services (child care, transportation and/or ancillary) in order to meet Cal-Learn Program requirements are not available.		X	X	
4	A special need that substantially deprives the teen parent's ability to meet program requirements or be successful in earning a high school diploma or its equivalent, and the special need cannot be addressed. Restricted by factors beyond the teen parent's control and no home study or other special arrangements can be made with the school.		X		
5	Beyond the control of the teen parent includes, but not limited to, acts of nature such as fire, earthquake, flood, or death of a child or parent.		X		
6	Teen has been prescribed a period of time for postpartum recovery after the birth of a child by a physician.		X		
7	Teen is eligible to CalWORKs Foster Care.			X	
8	After the completion of "reasonable effort" and good cause is not found for submitting the report card late or Unsatisfactory progress.				X
9	During the "reasonable effort" there is unsatisfactory progress without good cause or no report card is submitted with the "reasonable effort" period.				X
10	School closure.	X			
11	Lack of required course in final term.	X			
12	Teen Parent fails to pass CAHSEE or GED.	X			
13	Death, serious illness, or incapacity of father of child (must be in the CalWORKs household (Review every three months).	X			

CONTRACT BUDGET				
PROJECT NAME:				
CONTRACTOR:				
CONTRACT PERIOD:			CONTACT PERSON:	
			TELEPHONE NUMBER:	
ADMINISTRATIVE COSTS:				
DIRECT COSTS				
Salaries & Benefits (See Personnel Schedule)				Total Cost
Case Management/Administrative Staff:				
Salaries				\$ -
Fringe Benefits				\$ -
Personnel Subtotal				\$ -
OPERATING COSTS ⁽¹⁾			Monthly Cost	Cost
Equipment			\$ -	\$ -
Supplies			\$ -	\$ -
Mileage			\$ -	\$ -
Computers, Printers, Software ⁽²⁾			\$ -	\$ -
Printing/Postage			\$ -	\$ -
Training/Staff Dev./Health Promo/Education			\$ -	\$ -
Rent/Facility Expense			\$ -	\$ -
Utilities			\$ -	\$ -
Telephones			\$ -	\$ -
Facility Maintenance			\$ -	\$ -
Other (Ins.Gen., interest, fees/licenses, property taxes) *			\$ -	\$ -
Operating Costs - Subtotal			\$ -	\$ -
INDIRECT COSTS (List all appropriate)				
Indirect Cost - Subtotal			\$ -	\$ -
Total Administrative Cost				\$ -
DIRECT SERVICES COSTS:				
DIRECT SERVICES				
Type of Service caseload multiplied by cost per case (Sub-contracting)				\$ -
Grand Total Contract Cost				\$ -
Footnotes:				
(1)	All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.			
(2)	DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.			
*	Please see Itemized Schedule			

PERSONNEL SCHEDULE

CONTRACTOR:**CONTRACT PERIOD:**

CONTACT PERSON:

TELEPHONE NUMBER:

[illegible][illegible]

Footnotes:

(1) Contractors must be in compliance with the County's Living Wage Ordinance.

(2)	Indicate if Cafeteria Plan
-----	----------------------------

(3) Fringe Benefits Subtotal per Classification x number of position

(4) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:

CONTRACTOR:

CONTACT PERSON:

CONTRACT PERIOD:

TELEPHONE NUMBER:

DIRECT SERVICES ⁽¹⁾

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1				\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
17				\$ -
18				\$ -
19				\$ -
20				\$ -
21				\$ -
		Total Direct Services Cost		\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

(Insert Project Name, Project Number)				
(Project name, Project #)				
Department or Agency				Fiscal Year:
Contact Person				MOU Date:
Phone No.				Contract #
EDP EQUIPMENT SCHEDULE				
Item #	Description	Quantity	Unit Cost	Total Cost
GRAND TOTAL				\$0.00
DPSS Review / Approval <i>(circle one)</i> :				
Name: _____		Title: _____		
Division/Section _____		Date: _____		
Justification Submitted		Yes	No	
- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."				
- No EDP equipment over \$5,000 per item.				

EMPLOYEE BENEFITS

CONTRACTOR				CONTRACT PERIOD:			
Position Classification							
Medical Insurance/Health Plan (1)							
Employer Pays		Employee Pays	\$	Total Premium			
Annual Deductible:		Employee	\$				
		Family	\$				
Coverage (check all applicable):							
		Hospital Care : Inpatient	\$	Outpatient	\$		
		X-Ray & Laboratory					
		Surgery					
		Office Visits					
		Pharmacy					
		Maternity					
		Mental Health/Chemical Dependency, Inpatient					
		Mental Health/Chemical Dependency, Outpatient					
Dental Insurance							
Employer Pays		Employee Pays	\$ -	Total Premium	-		
Life Insurance							
Employer Pays		Employee Pays	\$ -	Total Premium	-		
Vacation							
Number of Days:		, And					
Any Increase After		Years of Employment, Number of Days or Hours					
Sick Leave							
Number of Days:		, Per Year, And					
Any Increase or Accumulation, Number of Days or Hours							
Holidays							
Number of Days:		, Per Year					
Retirement							
Employer Pays		Employee Pays	\$	Total			
Footnote:							
(1) Indicate if Cafeteria Plan and amount per employee							

Cal-Learn Budget Justification Narrative				
CONTRACTOR:		CONTACT PERSON:		
CONTRACT PERIOD:		TELEPHONE NUMBER:		
ADMINISTRATIVE COSTS:				
DIRECT COSTS				
Salaries & Fringe Benefits (See Personnel Schedule)			FTE	Total Cost
Include Staff Justification Narrative Here				
			Total Salaries	\$ -
Fringe Benefits:			Percentage	
List / Include			0.0%	\$ -
All			0.0%	\$ -
Fringe Benefits			0.0%	\$ -
Here			0.0%	\$ -
			Total Fringe Benefits	0.0% \$ -
Direct Costs - Subtotal				\$ -
OPERATING COSTS ⁽¹⁾				Yearly Cost
Equipment:				
Supplies:				\$0
Mileage:				\$0
Computers, Printers, Software:				\$0
Printing/Postage:				\$0
Training/Staff Dev./Health Promo/Education:				\$0
Rent/Facility Expense				\$0
Utilities:				\$0
Telephones:				\$0
Facility Maintenance:				\$0
Other:				
Insurance General			\$0	
Interest			\$0	
Fees/Licenses			\$0	
Property Taxes			\$0	\$0
Total Other			\$0	
Operating Costs - Subtotal				
INDIRECT COSTS (List all appropriate)				
Indirect Costs - Subtotal				
TOTAL ADMINISTRATIVE COST				\$0
DIRECT SERVICES COSTS:				
DIRECT SERVICES				
TOTAL DIRECT SERVICES COST				
GRAND TOTAL CONTRACT COST				\$0

SAMPLE MONTHLY INVOICE

CAL-LEARN CASE MANAGEMENT ONGOING SERVICES INVOICE

I. Current Billing Month and Year:	Invoice Date:
Contractor's Social Security or Taxpayer No.:	Contract No.:
Contractor's Name:	Telephone No.:
Contractor's Address:	
II. Payment requested for Service Month: _____ Month/Year	_____
III. Cal-Learn Participants Served during the Service Month	
A. Number of Cal-Learn Participants enrolled at the end of last month.	= _____
B. Number of Cal-Learn Participants newly enrolled during the Service Month.	+ _____
C. Number of Incoming Interagency Transfers in the Service Month.	+ _____
D. Number of Cal-Learn Participants transferred to other Contractor in the Service Month.	- _____
E. Number of Cal-Learn Participants exiting Cal-Learn in the month immediately preceding the Service Month.	- _____
F. Number of Cal-Learn Participants exempted at the end of the month immediately preceding the Service Month.	- _____
IV. Invoiced Amount Requested	
A. Performance Penalty Deduction (If applicable).	- _____
B. Miscellaneous Expenses (Specify)_____	- _____
C. Amount Requested For Payment:	= _____
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>_____ CONTRACTOR'S AUTHORIZING SIGNATURE</div> <div>_____ DATE SIGNED</div> </div>	

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (MONITORING):

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (INVOICING):

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** _____**CONTRACT NO:** _____**CONTRACTOR'S CONTRACT MANAGER:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____
CONTRACT NO. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME:

POSITION:

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____
 Contract No. _____

Employee
 Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____
DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____

Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this

chapter or will have and adhere to such a policy prior to award of the contract.
(Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002).

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

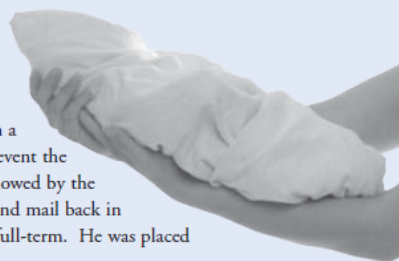
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CONTRACTOR'S NON-DISCRIMINATION IN SERVICE STATEMENT

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | |
|--|--------------|
| | (circle one) |
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes No |

 Name and Title of Signer

 Signature

 Date

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 205991

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contract Manager: _____

Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

DEPARTMENT OF PUBLIC SOCIAL SERVICES CRIMINAL CONVICTIONS INFORMATION NOTICE

The Department of Public Social Services (DPSS) evaluates the suitability of employment for prospective employees who have been convicted of criminal acts and/or who have successfully completed probation/parole. You are required to disclose criminal conviction(s) as required in the County of Los Angeles Candidate Conviction History Questionnaire. If you fail to disclose criminal convictions, you will be denied employment, or if hired, you will be subject to discharge regardless of the time elapsed before discovery and regardless of your work performance. A discharge for falsification or omission of criminal conviction(s) will preclude future consideration of DPSS employment and may be regarded unfavorably by other potential public/private employers. The County of Los Angeles Civil Service Rules lists dismissal and resignation in lieu of discharge as reasons for rejection of an applicant.

Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that the Department will consider in evaluating suitability of employment.

I. ACCEPTABLE TO HIRE

- Disturbing the Peace
- Drunk Driving (Acceptable with a Valid Driver License)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a Valid Driver License)
- Trespassing

II. ACCEPTABLE TO HIRE AFTER STIPULATED TIME FROM THE SUCCESSFUL COMPLETION OF PROBATION OR PAROLE (Include similar convictions and "Attempt," "Accessory" and "Conspiracy" to commit any of the crimes listed below.)

- | | |
|---|------------|
| • Assault and Battery..... | One year |
| • Malicious Mischief..... | One year |
| • Prostitution..... | One year |
| • Petty Theft..... | Five years |
| • Theft..... | Five years |
| • Shoplifting..... | Five years |
| • Manslaughter..... | Five years |
| • Possession of Narcotics and/or Dangerous Drugs..... | Five years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO HIRE (Include similar convictions and "*Attempt*," "*Accessory*" and "*Conspiracy*" to commit any of the crimes listed below.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (includes Intent to Sell)
- Welfare Fraud

I have reviewed and read this Criminal Convictions Information Notice in conjunction the County of Los Angeles Candidate Conviction History Questionnaire.

I understand that except for those convictions described on Page 1 of the County of Los Angeles Candidate Conviction History Questionnaire, I am to report fully and truthfully conviction(s) of any crime by any court, including a military court, on the said questionnaire.

I understand that any omission or false statement of material fact used to secure employment shall be grounds for rejection of my application or discharge if I am employed regardless of the time elapsed before discovery and regardless of my work performance.

I understand that processing my fingerprints for a check against criminal records is part of my background check and that my continued employment is contingent upon the results of my background check.

Signature

Date

Witnessed by: _____
(Signature and Title)

Date

FILING INSTRUCTIONS:

Original: Central Personnel Folder
Copy: Employee or Candidate

PA 1108A (Rev.7/14)

**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a

person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2.0 PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3.0 PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by

Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4.0 OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5.0 REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- b) The number of Individuals whose Protected Health Information is involved;
- c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- b) The number of Individuals whose Protected Health Information is involved;

- c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral

statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6.0 WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7.0 ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8.0 AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9.0 ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- a) The date of the Disclosure;
- b) The name, and address if known, of the entity or person who received the Protected Health Information;
- c) A brief description of the Protected Health Information Disclosed; and
- d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10.0 COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11.0 AVAILABILITY OF RECORDS

11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of

Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.

- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12.0 MITIGATION OF HARMFUL EFFECTS

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13.0 BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14.0 INDEMNIFICATION

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15.0 OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except

to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16.0 TERM

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17.0 TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18.0 DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19.0 AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement,

Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20.0 MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

REVENUE AND EXPENDITURE REPORT SUMMARY
FISCAL YEAR 20__ - 20__

PROJECT NAME: CAL-LEARN CASE MANAGEMENT SERVICES

CONTRACTOR: _____

CONTACT PERSON'S NAME: _____

CONTACT PERSON'S TITLE: _____

PHONE NUMBER (Include area code): _____

E-MAIL ADDRESS: _____

REVENUE Total revenue amount Revenue* reported on page 2 A	EXPENDITURES Total Actual Cost Amount reported on page 3 B	VARIANCE A – B = plus or minus balance (unspent funds, deficit , zero) C

*Revenue received by CONTRACTOR for Cal-Learn Case Management contract services.

Person Completing This Report:

Print Name Telephone No. (Include area code)

I certify that the information contained in this Expenditure Report (pages 1 - 3) and all supporting documentation to be true and correct.

Authorized Person (Print Name) Date: _____

Authorized Person Signature

REVENUE AND EXPENDITURE REPORT SUMMARY – LINE ITEMS
FISCAL YEAR 20__ - 20__

PROJECT NAME: **CAL-LEARN CASE MANAGEMENT CONTRACT**

CONTRACTOR: _____

REVENUE RECEIVED ¹		<u>12-MONTHS REVENUE</u>
TOTAL NUMBER OF CAL-LEARN PARTICIPANTS SERVED	a	_____
FIXED FEED ASSESSED FOR CASES SERVED (\$255 X a)	b	_____
SUBTOTAL (INVOICES PAID BY DPSS)	c = a x b	_____
INTEREST INCOME	d	_____
OTHER INCOME RECEIVED FROM DPSS:	e	_____
TOTAL REVENUE ¹	f = c + d + e	_____
(Total amount to be reported in Column A of Summary Chart on page 1)		

Footnote:

¹ All revenue received for Cal-Learn Case Management Contract Services must be reported

REVENUE AND EXPENDITURE REPORT SUMMARY– LINE ITEMS

FISCAL YEAR 20__ - 20__

PROJECT NAME: CAL-LEARN CASE MANAGEMENT CONTRACT

CONTRACTOR: _____

DIRECT COST ¹

12-MONTH ACTUAL COST

ADMINISTRATIVE STAFF

Salaries	a	_____
Fringe Benefits	b	_____
Total	c=a + b	_____

CASE MANAGEMENT

Salaries	d	_____
Fringe Benefits	e	_____
Total	f=d + e	_____

OPERATING COSTS

<u>Equipment</u>	g	_____
<u>Supplies</u>	h	_____
<u>Mileage (\$0.00 per mile x estimated mileage)</u>	i	_____
<u>Computer, Printer & Software ²</u>	j	_____
<u>Printing/Postage</u>	k	_____
<u>Training/Staff Dev. /Health Promo/Education</u>	l	_____
<u>Rent/Facility Expenses</u>	m	_____
<u>Utilities</u>	n	_____
<u>Telephones</u>	o	_____
<u>Facility Maintenance</u>	p	_____
<u>Other (Ins. Gen., Interest, fees/licenses, property taxes)*</u>	q	_____
<u>License/Permits/Fees</u>	r	_____
<u>Consultants/Professional Fees</u>	s	_____
<u>Liability & Other Insurance</u>	t	_____
<u>Rent/Storage</u>	u	_____
<u>Personnel Advertising</u>	v	_____
<u>Conferences/Meetings</u>	w	_____

Total	x = add g thru w	_____
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TOTAL DIRECT COSTS	y = c + f + x	_____
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INDIRECT COSTS

12-Month Actual Cost

Indirect Costs	z	_____
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(Include all administrative overhead salaries, benefits, and indirect costs needed to operate the program).

12-Month Actual Cost

TOTAL ACTUAL COST	aa= y + z	_____
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(Total Actual Cost Amount to be reported in Column B of Summary Chart on page 1)

Footnotes

¹ All costs must be necessary, reasonable, and justifiable. Include only costs that apply to Cal-Learn Case Management contract services.

² DPSS prior approval was required for the purchase of any Information Technology (IT) equipment. EDP Equipment Schedule and Justification form must be submitted with Budget.

CAL-LEARN CASE MANAGEMENT ESTIMATED CONTRACT COSTS

AFLP Agencies	Board Districts Served	Estimated Annual Cost	Estimated Three-Year Contract Cost
AltaMed Health Services Corporation	1, 2, 4, 5	\$1,306,620	\$3,919,860
Childrens Hospital Los Angeles	1, 2, 3	\$569,160	\$1,707,480
El Nido Family Centers	2, 3, 4, 5	\$2,778,480	\$8,335,440
Foothill Family Service	1, 4, 5	\$657,900	\$1,973,700
Total:		\$5,312,160	\$15,936,480